

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Simon Property Co Shop G2N, 351 Oran Park Drive, Oran Park	phone: 0411 877 730 email: phillip@simonpropertyco.au
co-agent		
vendor	Nathan Thomas Cornwell	
vendor's solicitor	Terzon Group Legal Pty Ltd Suite 609, 7 Maitland Place Norwest NSW 2153	phone: 0416 249 979 email: pat@terzon.com.au ref: TGL:2025:409
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 301, 81A LORD SHEFFIELD CIRCUIT PENRITH NSW 2750 LOT 20 STRATA PLAN SP96192 Folio Identifier 20/SP96192	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input 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 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 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989	
<input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	
Swimming Pools Act 1992	
<input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Bright & Duggan Pty Ltd
 37-43 Alexander St, Crows Nest NSW 2065
 customercare@bright-duggan.com.au
 (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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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 and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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>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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
 - 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and populate an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 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 14.6 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 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 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
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 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.
 - 30.8 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.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *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 –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 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).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 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.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

UNIT 301, 81A LORD SHEFFIELD CCT PENRITH NSW
2750

FURTHER CONDITIONS TO THE CONTRACT FOR SALE AND PURCHASE OF LAND 2022

33. AMENDMENTS TO PRINTED CLAUSES IN CONTRACT

- 33.1. The Standard Conditions are amended as identified in Schedule 3.
- 33.2. This Contract is to be read having regard to the Definitions found at Schedule 1.

34. INTERPRETATION, INVALIDITY ETC.

- 34.1. If there is any conflict between the provisions of these Special Conditions and those contained in the printed conditions of this Contract, these Special Conditions will prevail.
- 34.2. These Special Conditions must be read subject to any rights granted to the Purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.
- 34.3. This Contract is to be read having regard to the Rules of Interpretation found at Schedule 2.

35. DEPOSIT

- 35.1. No Liability is to be borne by any party to this Contract or their solicitor in respect of either the Loss of the deposit or the lack of interest earned on the deposit whether as a result of it having been or having not been invested in accordance with Standard Condition 2.
- 35.2. Despite any other provision of this Contract and without prejudice to the other rights of the Vendor, if
 - 35.2.1. the deposit agreed to be paid [or actually paid] by the Purchaser is less than ten per cent (10%) of the purchase price, and
 - 35.2.2. for any reason, the Vendor becomes entitled to forfeit the deposit actually paid, the Purchaser will forthwith pay to the Vendor the difference of ten per cent of the purchase price and the amount actually paid.
- 35.3. The Purchaser hereby agrees to release forthwith to the Vendor the deposit money paid and the Vendor shall not require any further authority for the said release of deposit.

36. DEPOSIT BOND

- 36.1. This clause 36 applies if the Purchaser provides to the Vendor on the date of this Contract, in lieu of payment of the deposit, a Bond which complies with the requirements of this clause 36.
- 36.2. The word "Bond" means the deposit bond issued to the Vendor at the request of the Purchaser by a financial institution approved by the Vendor (Approved Institution) in a form and for an amount acceptable to the Vendor.
- 36.3. Subject to clauses 36.4 and 36.5, the delivery of the Bond on exchange to the person nominated in this Contract to hold the deposit is taken to be payment of the deposit (to the extent of the amount of the Bond) in accordance with this Contract.
- 36.4. The Purchaser must pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted for to the Vendor.

- 36.5. If the Vendor serves on the Purchaser a written notice claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Approved Institution under the Bond, the Purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this Contract to hold the deposit.
- 36.6. A payment by the Approved Institution under the Bond is taken to be in satisfaction of the Purchaser's obligation to pay the deposit under clause 36.5 to the extent of the payment but does not preclude the Vendor from exercising any other rights that the Vendor may have arising out of the Purchaser's default.
- 36.7. Despite any other provision of this Contract, if:
- 36.7.1. The Bond has an expiry date; and
- 36.7.2. Completion does not occur at least 21 days before the expiry date,
- then no later than 14 days before the expiry date the Purchaser must either:
- 36.7.3. Provide to the Vendor a replacement deposit bond which must:
- 36.7.4. be issued by a financial institution approved by the Vendor; and
- 36.7.5. be on the same terms and for the same amount as the Bond, except that it must have no expiry date or if it has an expiry date that expiry date must not be less than six months after the date of issue of the replacement deposit bond; or
- 36.7.6. Provide to the Vendor payment of the amount of the deposit.
- 36.8. The parties agree that clause 36.7 is an essential term of this Contract and default by the Purchaser under clause 36.7 entitles the Vendor to immediately terminate this Contract without further notice to the Purchaser.

37. COMPLETION AND INTEREST

- 37.1. Completion will take place on or before 2.30pm on the Completion Date at a venue nominated by the Vendor.
- 37.2. If the Purchaser requests completion at a venue other than that nominated by the Vendor, the Purchaser must pay in addition to any other money payable under this Contract a sum of \$220.00 (GST inclusive) on Completion as an agreed cost for Completion to occur at a venue other than that nominated by the Vendor.
- 37.3. If the Purchaser cancels settlement after arrangements have been made, the Purchaser must pay in addition to any other money payable under this Contract a sum of \$165.00 (inclusive of GST) on Completion as an agreed cost arising from the cancellation.
- 37.4. Except where completion is delayed solely as a result of the Vendor's default, if the Purchaser fails to complete this Contract on or before the Completion Date:
- 37.4.1. the Purchaser must pay to the Vendor on completion, in addition to the balance purchase price and any other money payable by the Purchaser to the Vendor under this Contract, interest at a rate equal to 12% per annum from the Completion Date to the date on which completion actually occurs, calculated on daily rests;
- 37.4.1.1. The obligation to pay interest on completion is an essential term of this Contract;

37.4.1.2. Despite any other provision of this Contract to the contrary, adjustments are to be made on the earliest of the date possession is given to the Purchaser, the Completion Date and date of actual completion.

- 37.5. If Completion has not taken place on or before the due date then either party shall be entitled to serve upon the other party a Notice to Complete requiring completion not less than fourteen (14) days after the date of such notice calculated exclusive of the date of service but inclusive of the Completion Date and providing on the last day of notice, a time between 10:00am and 4:00pm.

38. NOTICE TO COMPLETE

- 38.1. If either the Vendor or the Purchaser is entitled to serve a notice to complete on the other both agree that the notice may require completion to take place within any period of not less than 14 days from the date on which the notice is served. Both parties agree that this period is sufficient for the purposes of the notice to complete and service of the notice makes time of the essence of this Contract.
- 38.2. A notice to complete may be revoked at any time before the expiration of the given period without prejudicing a party's right to serve a further notice.
- 38.3. If the Vendor serves a notice to complete, the Purchaser must pay to the Vendor the sum of \$330.00, being a genuine pre-estimate of the Damages payable by the Purchaser for breach in order to reimburse the Vendor for additional legal costs payable by the Vendor in connection with the preparation and service of the notice. It is an essential provision of this Contract that this amount be paid on completion in addition to all other monies required to be paid by the Purchaser under this Contract at that time.

39. PURCHASER'S ACKNOWLEDGEMENT AND WARRANTY

- 39.1. The Purchaser accepts the Property and the Inclusions in its present condition and state of repair on the Contract date, including any wear and tear, any latent or patent defects, infestation, or dilapidation existing either at the Contract date or at Completion and any Contamination or hazardous substances.
- 39.2. The Purchaser waives any existing and future Claims or redress of any kind which it may have against the Vendor because of Contamination or hazardous substances or any other environmental damage to the Property.
- 39.3. The Purchaser will make no requisition, Objection or Claim for compensation and will not be entitled to rescind or terminate or delay Completion, by reason of the Property being affected by:
- 39.3.1. any storm water channels, drains, pipes, mains or other installations on or passing over or under the Property;
 - 39.3.2. any of the fences (including give and take fences) not being on the correct boundary lines, or being the subject of any agreement or any order of any Land Board or Court or other competent authority;
 - 39.3.3. any roads or reservations for roads traversing the Property, including their location area and any discrepancy from their location noted on the title deed or deeds; and
 - 39.3.4. any gates erected across any road traversing the Property.

39.4. The Purchaser acknowledges:

39.4.1. The Vendor Disclosure;

39.4.2. That it cannot make a Claim:

39.4.2.1. in respect of anything concerning the Vendor Disclosure; and

39.4.2.2. in respect of any act or omission of the Vendor in relation to anything required by any Authority;

39.4.3. Any and all interest earned on the investment of the deposit, will be paid to the Vendor.

39.5. The Purchaser acknowledges that:

39.5.1. It has had the opportunity to inspect the Property and this Contract and satisfy itself in all respects about:

39.5.1.1. the Property's title;

39.5.1.2. the state of repair or condition of the Property and the Inclusions;

39.5.1.3. the existence of any water, sewerage, drainage, gas and electricity, telephone or other installations or services (Any Service);

39.5.1.4. the fitness of the Property and Inclusions for any particular purpose;

39.5.1.5. any current or future potential financial return to be derived from the Property;

39.5.1.6. whether or not the current use/s of the property are permitted under planning or other Laws;

39.5.1.7. the boundaries, area and the extent of any encroachments;

39.5.1.8. the existence and nature and extent of any Contamination or hazardous substances; and

39.5.1.9. it will provide an adjustment at Completion for any tax levied on the land at the land's value.

39.5.2. It cannot require the Vendor either before or after Completion to:

39.5.2.1. repair or replace any defect or damage to the Property;

39.5.2.2. remediate or remove any Contamination; or

39.5.2.3. carry out or pay for any works on, or in relation to any part of, the Property.

39.6. Notwithstanding anything to the contrary contained in this Contract, the Purchaser acknowledges that no representations, inducement or warranties have been made by the Vendor or their agent or representatives relating to the present state or condition of the Property or any part of the Property or the use of which it has or may in the future be put by the Purchaser

save as may be expressly contained in this Contract for sale or implied by a Law which cannot be excluded by private contract.

- 39.7. The Purchaser may not make any requisition, Objection or Claim for compensation nor be entitled to rescind or terminate this Contract because of any of the matters referred to in this clause.
- 39.8. Despite anything else in this Contract, the Purchaser:
- 39.8.1. accepts the Property subject to all existing Contamination;
 - 39.8.2. from Completion assumes responsibility for all Costs or Claims arising from the presence of any Contamination;
 - 39.8.3. must comply with all laws concerning the existence and remediation of any Contaminant affecting the Property;
 - 39.8.4. may not make any Objection relating to any Contaminant affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date;
 - 39.8.5. releases the Vendor from any Claim that the Purchaser has or may have had but for this clause relating to any Cost or Liability arising from or connected with any Contaminant or affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date; and
 - 39.8.6. indemnifies the Vendor against any Claim arising from or connected with any Contaminant affecting the Property caused by an activity that occurs after Completion.
- 39.9. The Purchaser warrants that in entering into this Contract the Purchaser has not relied on any warranty or representation made by the Vendor or anyone representing the Vendor as to and has obtained appropriate independent advice on and is satisfied about:
- 39.9.1. the nature, quality and condition of the Property;
 - 39.9.2. the suitability for any use or purpose of the Property;
 - 39.9.3. the rights attaching to or affecting the Property; or
 - 39.9.4. Any other matter having or which may have effect beneficial or otherwise on the Property, its value or the yield from the Property.
- 39.10. The Purchaser represents and warrants that:
- 39.10.1. it has not been introduced to the Vendor or the Property directly or indirectly though or by any real estate agent other than the Vendor's Agent;
 - 39.10.2. in the event that the Purchaser is an incorporated entity, the Directors hereby executing this Contract shall be personally liable both jointly and severally as if they had been named herein as Purchasers;
 - 39.10.3. it is entitled to purchase the Property without the approval or consent of the FIRB, or otherwise has obtained consent from the FIRB;

- 39.10.4. it shall not lodge, or cause to be lodged or otherwise registered, any caveat or other instrument with the NSW Land Registry Services in respect of the Property, the Land or any part of the Land;
- 39.10.5. it is not a Prohibited Entity.
- 39.11. The Purchaser cannot make any requisition or Claim or rescind or terminate or delay completion in respect of any of the matters referred to in clause 39 including without limitation:
 - 39.11.1. Any roof or surface water drainage being connected to the sewer; or
 - 39.11.2. the existence or non-existence of any easement or right affecting or benefiting the Property in respect of any service which passes through another Property or any service for another Property which passes through the Property ("service" has the meaning given in clause 10.1.2).
- 39.12. The Vendor makes no warranty or representation about any of the matters relating to the Property described in clause 39.

40. SELLING AGENT

- 40.1. The Purchaser warrants that the Purchaser was not introduced to the Property directly or indirectly by any agent other than the Vendor's Agent (if any) disclosed in this Contract. If the Purchaser has been introduced to the Property directly or indirectly through the service of any other agent, then the Purchaser is solely responsible for that other agent's commission and must indemnify the Vendor against any Claim for commission by that other agent and all costs incurred by the Vendor as a result of any Claim for commission by that other agent.

41. CREDIT

- 41.1. The Purchaser acknowledges that the Vendor has entered into this Contract in reliance on the Purchaser's warranty that:
 - 41.1.1. The Purchaser does not require credit in order to pay for the Property; or
 - 41.1.2. The Purchaser cannot rescind or terminate this Contract by virtue of any non-availability of credit as at the Completion Date or at any other time.

42. ANNEXURES TO CONTRACT

- 42.1. The Vendor makes no warranty, confirmation, or representation as to the correctness or completeness of any of the attachments to the Contract. The Purchaser should rely on its own enquiries.

43. WHOLE AGREEMENT

- 43.1. The parties acknowledge that the terms and conditions set out in this Contract contain the entire agreement as concluded between the parties as at the date of this Contract notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution hereof and the Purchaser expressly acknowledges that it has not been induced to enter this Contract by any representation (verbal or otherwise) made by or on behalf of the Vendor which is not included in this Contract or any schedule or attachments or documents identified in this Contract and initialled by the parties.

44. CAVEAT

- 44.1. The Purchaser may not make any Claim, Objection or requisition or delay completion, rescind or terminate by reason of any caveat registered on the title before or after the date of this Contract that would ordinarily be cancelled pursuant to section 59 of the *Real Property Act 1900*

(NSW) upon registration of a transfer by the Vendor and the Vendor shall not be required to provide a withdrawal of such caveat or caveats or to have such caveat or caveats lapsed on or prior to completion.

45. PROCEEDINGS AGAINST THE VENDOR

45.1. If:

- 45.1.1. Any proceedings relating to this Contract or any matter arising from it are instituted by or against the Vendor;
- 45.1.2. Any caveat registered on the title to the Property will not be removed by the register-general on registration of the form of transfer; or
- 45.1.3. Subject to any other term of this Contract, the Vendor is unable to give possession of the Property to the Purchaser on the Completion Date,

then, in its absolute discretion, the Vendor may serve notice on the Purchaser that completion will be delayed enabling the proceedings to be resolved or disposed of, the caveat lapsed or withdrawn or possession to be obtained by the Vendor, as the case may be.

If completion is so delayed, then:

- 45.1.4. The Vendor must use reasonable endeavours to resolve the matter causing the delay in completion; and
 - 45.1.5. The Completion Date will be the date 14 days after the Vendor serves notice that it is ready, willing, and able to complete.
- 45.2. If completion does not occur within 120 days from the date of the Vendor's notice delaying completion, then either party may serve notice rescinding this Contract and in that event the Purchaser will not be entitled to Claim compensation from the Vendor due to the failure to complete on the Completion Date and otherwise the provisions of clause 19 shall apply.

46. FITTINGS

46.1. Fittings means any fittings, furnishings, chattels, plant or equipment not being fixtures and not being the Vendor's fixtures and fittings, located on or about the Property at the Contract Date.

46.2. The Vendor discloses that:

- 46.2.1. It gives no representation, confirmation or warranty:
 - 46.2.1.1. that it has the power to sell the fittings; or
 - 46.2.1.2. that any fittings will remain on or about the Property at completion.
- 46.2.2. The Fittings are not included in the sale of the Property; and
- 46.2.3. It does not Claim or exercise any rights in respect of the fittings.

46.3. The Vendor is not required to remove the Fittings from the Property on completion.

46.4. While the Vendor does not Claim or exercise any rights in respect of the Fittings, it makes no representation or warranty that any of the Fittings will remain on or about the Property at completion.

47. ADDITIONAL RIGHTS OF RESCISSION

- 47.1. If a party (or if that party consists of two or more persons, any of those persons) dies or becomes mentally ill (as defined in the *Mental Health Act 1990* (NSW)) or being a company becomes insolvent or goes into liquidation or if an administrator is appointed to it then the other party may rescind this Contract by giving written notice to the first party.

48. FENCES

- 48.1. The Purchaser may not make a Claim or requisition or delay the completion:
- 48.1.1. If any of the fences on or surrounding the Property are not on the correct boundary; or
 - 48.1.2. As to the nature or state of repair of any fence; or
 - 48.1.3. If there are no fences or if any fence is a give and take fence; or
 - 48.1.4. If a swimming pool, as defined in the *Swimming Pools Act 1992* (NSW), is not fenced as required by law.

49. SWIMMING POOL

- 49.1. If a swimming pool (which expression includes any fencing applicable thereto) forms part of the Property, the Vendor does not warrant that the swimming pool complies with the requirements imposed by the *Swimming Pools Act 1992* (NSW) (in this clause "the Act") and the regulations prescribed under the Act.
- 49.2. If a Compliance Certificate for the swimming pool is not available and only a Non-Compliance Certificate is attached to this Contract for any reason and informs there is work to be done before a Compliance Certificate will issue, the Purchaser must comply with the Notice, remedy the reason, or do the work at his/her expense in accordance with the certificate attached hereto.
- 49.3. The Purchaser cannot make a Claim, Objection, requisition, rescind or terminate the Contract in respect of any Non-Compliance Certificates for the swimming pool or anything disclosed in relation to the swimming pool and/or within this condition.

50. IMPROVEMENTS

- 50.1. The Purchaser may not make a Claim or requisition, delay completion, rescind or terminate concerning the validity of any erected improvements, additions or works performed on the Property which are not identified within any of the documents annexed to this Contract.

51. UNASSESSED RATES OR LAND TAX

- 51.1. The Purchaser may not delay completion of this Contract on the grounds that the Property is subject to a charge for any unassessed rates or land tax at the Completion Date.
- 51.2. The Vendor will endeavour to clear any land tax charge (so long as the amount to be paid on account of land tax can be ascertained by reference to the Property alone) on or before completion.
- 51.3. The Vendor must comply promptly with the Property requirements of the rating or taxing authority in question and pay rates or land tax assessed against the Vendor or the registered proprietor of the Property within the time specified by the assessment notice or notices when issued.
- 51.4. The Vendor's obligations under this clause will be satisfied by the Vendor's payment of its proportion of such rates or land tax calculated pursuant to this Contract and the Purchaser must pay the balance of such rates or land tax.

- 51.5. Rights under this clause continue after completion.

52. GUARANTEE AND INDEMNITY

- 52.1. If the Purchaser is or includes a corporation (other than a corporation listed on the Australian Stock Exchange) then each person who signs this Contract on behalf of that corporation:
- 52.1.1. is personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if that person was the Purchaser under this Contract;
 - 52.1.2. independently and irrevocably give the Purchaser Indemnities and make the Purchaser Warranties;
- 52.2. must procure the execution by at least two directors or shareholders (being persons over the age of 18 years) of the corporation of a deed of guarantee in the form attached to the Contract. The Deed of Guarantee at Schedule 4, duly executed, must be delivered to the Vendor's solicitors within 14 days after the date of this Contract and in this regard, time is of the essence.

53. TRANSFER

- 53.1. If Settlement is not being affected electronically, the Purchaser must provide a completed Transfer to the Vendor's Lawyer no later than ten (10) days before Completion.
- 53.2. If the Purchaser does not provide a completed Transfer to the Vendor's Lawyer in accordance with Special Condition 54.1, then, at the Vendors discretion, the Vendor's Lawyer can attend to the preparation of the Transfer and the Purchaser must pay in addition to any other money payable under this Contract a sum of \$165.00 (GST inclusive) on Completion as an agreed additional cost arising from the late delivery of the Transfer and being a genuine pre-estimate of the Damages payable by the Purchaser in order to reimburse the Vendor for additional legal costs payable by the Vendor in connection with the preparation of the Transfer.
- 53.3. It is an essential provision of this Contract that this amount be paid on completion in addition to all other monies required to be paid by the Purchaser under this Contract at that time.

54. BREACH OF STATUTORY WARRANTY

- 54.1. If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.
- 54.2. If the Vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation, the Vendor may, before completion serve a notice:
- 54.2.1. specifying the breach;
 - 54.2.2. requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver); and
 - 54.2.3. Indicating that the Vendor intends to rescind this Contract if the Waiver is not served within 14 days of service of the notice.
- 54.3. The Vendor may rescind if:
- 54.3.1. The Vendor serves a notice under paragraph 54.2; and
 - 54.3.2. The Purchaser does not serve the Waiver within the time required under the notice.
 - 54.3.3. If the Purchaser serves the Waiver before the Vendor rescinds under paragraph 54.3, the Vendor is no longer entitled to rescind under paragraph 54.3.

- 54.3.4. The Purchaser has no Claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation other than the right of rescission conferred by that Regulation.

55. AUCTION SALES

- 55.1. These Conditions replace 'Auction - Conditions of Sale' on page 3 of the printed Contract.
- 55.2. If the Property is or is intended to be sold at auction:
- 55.2.1. Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulations 2003* (NSW) and Section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).
- 55.2.2. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
- 55.2.2.1. The principal's reserve price must be given in writing to the auctioneer before the auction commence.
- 55.2.2.2. A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction clearly and precisely the number of bids that may be made by or on behalf of the seller.
- 55.2.3. That the highest bidder is the Purchaser, subject to any reserve price.
- 55.2.4. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 55.2.5. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
- 55.2.6. A bidder is taken to be a principle unless, before bidding, the bidder has given to the auctioneer a copy of written authority to bid for or on behalf of another person.
- 55.2.7. A bid cannot be made or accepted after the fall of the hammer.
- 55.2.8. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
- 55.3. The following conditions, in addition to those prescribed, are prescribed as applicable to and in respect of the sale by auction of residential Property or rural land.
- 55.4. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 55.5. One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.

56. GST

- 56.1. The purchase price herein is exclusive of any goods and services tax and the Purchaser must pay to the Vendor on Completion of this Contract in addition to the price the amount of the GST which amount will be deemed to be part of the balance of purchase money due and payable.

57. WARRANTY

58. The Vendor does not make any representations or give any warranty as to the approval by any regulatory or governmental body for the use of or the current legislative compliance of Property the subject of the Contract or the accuracy of any the searches or attachments to the sale

Contract. The Purchaser relies solely on its own due diligence and will not make any Objection, Claim, requisition, delay settlement or seek to terminate or rescind the Contract as a consequence of any of any lack of approval for the use or compliance of the Property with any governmental or regulatory body.

59. CONDITION OF PROPERTY

- 59.1. The Purchaser accepts the Property in its present condition and state of repair. The Purchaser relies solely on its own due diligence at the state of repair of the property, as well as any latent or patent or other defects including any Contamination by any hazardous substance or chemical.
- 59.2. The Purchaser accepts the Property and the Inclusions in its present condition and state of repair on the Contract date, including any wear and tear, any latent or patent or other defects, infestation, or dilapidation existing either at the Contract date or at Completion and any Contamination or hazardous substances.
- 59.3. The Purchaser waives any existing and future Claims or redress of any kind which it may have against the Vendor because of Contamination or hazardous substances or any other environmental damage to the Property.
- 59.4. The Purchaser will make no requisition, Objection or Claim for compensation and will not be entitled to rescind or terminate or delay Completion, by reason of the Property being affected by:
 - 59.4.1. any storm water channels, drains, pipes, mains or other installations on or passing over or under the Property;
 - 59.4.2. any of the fences (including give and take fences) not being on the correct boundary lines, or being the subject of any agreement or any order of any Land Board or Court or other competent authority;
 - 59.4.3. any roads or reservations for roads traversing the Property, including their location area and any discrepancy from their location noted on the title deed or deeds; and
 - 59.4.4. any gates erected across any road traversing the Property.
- 59.5. The Purchaser acknowledges:
 - 59.5.1. The Vendor disclosure;
 - 59.5.2. That it cannot make a Claim:
 - 59.5.2.1. in respect of anything concerning the Vendor disclosure; and
 - 59.5.2.2. in respect of any act or omission of the Vendor in relation to anything required by any Authority;
 - 59.5.3. Any and all interest earned on the investment of the deposit, will be paid to the Vendor.
- 59.6. The Purchaser acknowledges that:
 - 59.6.1. It has had the opportunity to inspect the Property and this Contract and satisfy itself in all respects about:
 - 59.6.1.1. the Property's title;
 - 59.6.1.2. the state of repair or condition of the Property and the Inclusions;

- 59.6.1.3. the existence of any water, sewerage, drainage, gas and electricity, telephone or other installations or Services (Any Service);
 - 59.6.1.4. the fitness of the Property and Inclusions for any particular purpose;
 - 59.6.1.5. any current or future potential financial return to be derived from the Property;
 - 59.6.1.6. whether or not the current use/s of the Property are permitted under planning or other Laws;
 - 59.6.1.7. the boundaries, area and the extent of any encroachments;
 - 59.6.1.8. the existence and nature and extent of any Contamination or hazardous substances; and
 - 59.6.1.9. it will provide an adjustment at Completion for any tax levied on the land at the land's value.
- 59.6.2. It cannot require the Vendor either before or after Completion to:
 - 59.6.2.1. repair or replace any defect or damage to the Property;
 - 59.6.2.2. remediate or remove any Contamination; or
 - 59.6.2.3. carry out or pay for any works on, or in relation to any part of, the Property.
- 59.7. Notwithstanding anything to the contrary contained in this Contract, the Purchaser acknowledges that no representations, inducement or warranties have been made by the Vendor or their agent or representatives relating to the present state or condition of the Property or any part of the Property or the use of which it has or may in the future be put by the Purchaser save as may be expressly contained in this Contract for sale or implied by a Law which cannot be excluded by private Contract.
- 59.8. The Purchaser may not make any requisition, Objection or Claim for compensation nor be entitled to rescind or delay completion or terminate this Contract because of any of the matters referred to in this clause.
- 59.9. Despite anything else in this Contract the Purchaser:
 - 59.9.1. accepts the Property subject to all existing Contamination;
 - 59.9.2. from Completion assumes responsibility for all Costs or Claims arising from the presence of any Contamination;
 - 59.9.3. must comply with all laws concerning the existence and remediation of any Contaminant affecting the Property;
 - 59.9.4. may not make any Objection relating to any Contaminant affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date;
 - 59.9.5. releases the Vendor from any Claim that the Purchaser has or may have had but for this clause relating to any Cost or Liability arising from or connected with any

Contaminant or affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date; and

- 59.9.6. indemnifies the Vendor against any Claim arising from or connected with any Contaminant affecting the Property caused by an activity that occurs after Completion.

60. ELECTRONIC SETTLEMENT

- 60.1. The Vendor and Purchaser agree to settle this sale electronically via PEXA in accordance and compliance with the Electronic Conveyancing National Law.
- 60.2. The Vendor and Purchaser will irrevocably instruct their agent or legal representative to register with PEXA and to maintain this registration with PEXA until Completion.
- 60.3. The provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically, at which time the matter will proceed as a paper settlement.
- 60.4. In the event that Completion does not take place through PEXA as a result of the Purchasers agent or legal representative not being registered with PEXA, or in the event that Completion does not take place through PEXA because the Purchaser is unable or unwilling to complete settlement of this matter electronically, then the Purchaser will pay to the Vendor the sum of \$330.00 (inclusive of GST) on Completion in addition to the Purchase Price.
- 60.5. Settlement is given to have taken place when the financial settlement has been completed and finalised.
- 60.6. Any notice served on either the Vendor or the Purchaser in the electronic workspace must also be served in accordance with the conditions of this Contract relating to service of notices.

61. SANTA CLAUSE

- 61.1. Notwithstanding anything else contained herein to the contrary, if settlement has not taken place by 18 December within the year of settlement, then the due date for settlement as identified within the Contract shall be amended to no earlier than 18 January of the following year unless agreed otherwise by both parties in writing. Neither party shall be deemed to be in default or liable for any penalty for the period between 18 December the year of settlement and 18 January the following year.

62. BUILDING CERTIFICATE

- 62.1. Where applicable, if the Vendor does not supply or currently have a building certificate issued under the *Environmental Planning and Assessment Act 1979* (NSW) for the improvements on the Property, the Purchaser is not entitled to:
- 62.1.1. have the Property inspected for the purposes of obtaining a building certificate or apply for a building certificate before Completion;
- 62.1.2. require the Vendor to apply for or do anything to obtain a building certificate;
- 62.1.3. require the Vendor to comply with local council's requirements for the issue of a building certificate.
- 62.2. Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a building certificate for the improvements on the Property.

63. FIRB

- 63.1. The Purchaser warrants that the Purchaser has obtained, or that the Purchaser is not required to obtain, any consent or approval from the Commonwealth Treasurer under the *Foreign Acquisitions and Takeovers Act 1976* (Cth) and *Foreign Acquisitions and Takeovers Regulation 1989* (Cth) necessary to purchase the Property.

SCHEDULE 1 – DEFINITIONS

The following words have these meanings unless the contrary intention appears:

Authority	means the Local Council, Principal Certifying Authority, and any government, semi government, statutory public or other authority having jurisdiction over the land or charged with the administration of any applicable law.
Agent	means the Vendor's Agent named on page 1 of this Contract.
Claim	means any claim, objection, requisition, delay in completion, attempted rescission or attempted termination.
Completion Date	means the date on the front page of this Contract.
Contaminant	means any substance the presence of which: <ol style="list-style-type: none">1. is a significant risk of harm to human health or the environment;2. breaches any Law;3. hazardous substances including asbestos; or4. could result in a relevant Authority issuing a work order requiring the substance be remediated or removed from the Property.
Contamination	means the existence of a Contaminant on or affecting the Property.
Contract	means this Contract, which includes the Standard Form, the Special Conditions, and any schedules, exhibits and annexures.
Council	means the relevant local consent Authority.
Damage	means any claim, action, loss, damage, cost, liability, expense or payment.
FIRB	means the Foreign Investment Review Board.
GST	has the meaning given in the GST Law.
GST Law	has the meaning given to that term in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) (as amended) and any regulation made under that GST Act.
Guaranteed Obligations	means the Purchaser's obligations under the Contract.
Guarantor	means each guarantor as identified in this Contract as guarantor.

Inclusions	means the inclusions to be sold as part of the Property and that are described at page 1 of this Contract.
Liability	includes any Cost arising from or in connection with a threatened or actual claim or any other liability, cost, claim, action, allegation, suit, demand, cause of action or proceedings.
Loss	means any loss, damage, penalty, fine, expense or cost.
Objection	means any objection, requisition or Claim, or any refusal to complete this Contract, or any action or attempt to rescind or terminate this Contract, or any action or attempt to delay Completion of this Contract.
Prohibited Entity	means any person or entity which: <ol style="list-style-type: none"> 1. is a terrorist organisation as defined in Part 5.3 of the <i>Criminal Code Act 1995</i>; 2. is named or otherwise listed by the Minister for Foreign Affairs as a terrorist, or member of a terrorist organisation on the website of the Australian Department of Foreign Affairs and Trade.
Property	Means the property listed and described on page 1 of this Contract.
Services	means all water, drainage, sewerage, gas, electricity and phone services.
Standard Conditions	means the standard clauses of the NSW Law Society Contract for Sale of Land 2022 edition.
Special Conditions	means these conditions.
Vendor's Lawyer	means Terzon Group Legal Pty Ltd of Suite 201/9, 29-31 Solent Circuit, Norwest NSW 2153.

SCHEDULE 2 – RULES OF INTERPRETATION

1. Headings are for convenience only and do not affect interpretation.
2. Words importing the singular number shall include the plural number.
3. Words implying any gender shall include the other gender.
4. Any expression importing a natural person includes a body corporate, partnership, joint venture, association, or any other legal entity.
5. A reference to a person includes a reference to that person's executors, administrators, successors, substitutes (including but not limited to, persons taking by novation) and assigns, including any company, partnership, joint venture, association, corporation or any other body corporate or governmental, semi-governmental, administrative, physical or juridical body, department commission, authority, tribunal, agency or entity.
6. Any provision of this Contract which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability and is severed.
7. Clause, paragraph or sub clause means a clause, paragraph or sub clause, respectively of this Contract.
8. Unless stated otherwise, one provision does not limit the effect of another.
9. Each clause, sub-clause and Special Conditions of this Contract shall be severable from each other clause, sub-clause and Special Conditions and the invalidity or unenforceability of any clause, sub-clause or Special Conditions for any reason shall not prejudice or in any way affect the validity or enforceability of any other clause, sub-clause or Special Conditions.
10. A reference to a Solicitor includes a party's representative if named in this Contract.
11. A reference to this Contract includes any amendment, novation, supplement, variation or replacement to it from time to time, except to the extent prohibited by this Contract.
12. Any document will be deemed served on the business day on which it is received unless it is received after 5.00pm in which case it will be taken to have been served on the commencement of the next business day.
13. Where a document is served on a day which is not a business day, it will be taken to have been served on the commencement of the next business day.
14. If any Document annexed to this agreement is replaced or added to then the relevant definition thereafter refers to the document as so replaced or added to.
15. The Special Conditions prevail in the event of inconsistency between the Special Conditions and the Standard Clauses.
16. The Contract is governed exclusively by the laws and the Courts of the state of New South Wales.
17. If before the contract is signed by or on behalf of the Purchaser a document or copy of a document, at the request of the Vendor or the Vendor's Solicitor, was attached to this Contract by or on behalf of the Purchaser or the Purchaser's Solicitor, the persons attaching the document or copy did so as agent of the Vendor.

18. The parties authorise their Lawyers to make any changes or alterations necessary to give effect to this Contract.
19. For the purpose of this Contract, the substance of all material contained in any document attached to, or referred to in this Contract is disclosed in this Contract.
20. All provisions of this Contract intended to have application after completion will continue to apply. Those rights and obligations of the parties will not merge upon completion of this Contract.
21. This contract constitutes the entire agreement between the parties concerning the subject matter of the agreement and all previous agreements, undertakings and negotiations on that subject matter cease to have effect.
22. No representations undertakings or conditions have been made, given or stipulated by or on behalf of the Vendor except as they appear in this Contract.

SCHEDULE 3 – AMENDMENTS TO STANDARD CONDITIONS

1. The definition of “work order” is amended by inserting the words “*in writing issued by a competent authority*” after the word “order”;
2. The definition of “deposit holder” is amended to read “*Vendor’s Solicitor*”;
3. Standard Condition 2.2 is amended by deleting the words “*Normally*”;
4. Standard Condition 2.4 is amended by deleting the words “*by giving cash (up to \$2,000) or*”;
5. Standard Condition 2.8 is deleted;
6. Standard Condition 2.9 is amended by inserting the words “*if the deposit is forfeited to the vendor, then all of the interest accrued on the deposit is paid to the vendor*” after the words at the end of the clause;
7. Standard Condition 3 is deleted;
8. Clause 4.3 is deleted and replaced with “*the purchaser must serve a form of transfer naming only the purchaser as transferee*”;
9. Standard Condition 5.2.1 is amended by deleting the words “*property or*”;
10. Standard Condition 5.2.3 is deleted;
11. Standard Condition 6 is deleted;
12. Standard Condition 7 is deleted;
13. Standard Condition 8.1.1 is amended by deleting the words “on reasonable grounds”;
14. Standard Condition 8.2 is deleted;
15. Standard Condition 10.1 is amended by adding the words “*or delay completion*” after “*or terminate*”;
16. The word “substance” was replaced with the word “existence” where appearing in Standard Condition 10.1.8 and 10.1.9;
17. The words “other than on account of the Purchaser’s breach” were inserted immediately after the word “terminated” in Standard Condition 11.2;
18. Standard Condition 13.8 is deleted;
19. Standard Condition 14.4.2 is deleted;
20. Standard Condition 17.3 is deleted;
21. Standard Condition 23.9.1 is amended by replacing the words “1%” with “5%”;
22. Standard Condition 24.3.1 is amended by deleting the words “and audited”;
23. Standard Condition 24.3.2 is deleted;
24. Standard Condition 25 is deleted;

25. Standard Condition 27 is deleted;
26. Standard Condition 28 is deleted; and
27. Standard Condition 29 is deleted.

SCHEDULE 4 – GUARANTEE

1. The Guarantor:
 - 1.1. Unconditionally and irrevocably guarantees to the Vendor:
 - 1.1.1. the payment of all money payable by the Purchaser under this contract; and
 - 1.1.2. the performance of all the Purchaser's obligations under this Contract.
2. Indemnifies the Vendor against Damage incurred by the Vendor in connection with or arising from any breach or default by the purchaser obligations under this contract; and
 - 2.1. must pay on demand any money due to the Vendor under this indemnity;
 - 2.2. is jointly and severally liable with the Purchaser to the Vendor for the Purchaser's performance of its obligations under this contract;
 - 2.3. is jointly and severally liable with the Purchaser for any Loss or damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this contract; and
 - 2.4. must pay the Vendor on written demand all expenses incurred by the Vendor in respect of the Vendor's exercise of any right under this clause.
3. The Guarantor's obligations are not released, discharged or otherwise affected:
 - 3.1. Where the Vendor releases or enters into a composition with the purchaser;
 - 3.2. Where a payment made to the Vendor is later avoided; or
 - 3.3. Where the Vendor assigns or transfers the benefit of this contract.
 - 3.4. By the grant of any time, waiver, covenant not to sue or other indulgence;
 - 3.5. By the release (including the release as a part of a novation) or discharge of any person;
 - 3.6. By an arrangement, composition or compromised entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - 3.7. By an extinguishment, failure, Loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - 3.8. By any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the Vendor by this contract, a statute, a court or otherwise;
 - 3.9. By payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
 - 3.9.1. By the winding-up of the Purchaser; or
 - 3.9.2. The death of the Guarantor.
4. If there is more than one Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.
5. If the Vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations.

SIGNATURE PAGE FOR GUARANTOR

CONTRACT

BETWEEN

(Vendor)

and

(Purchaser)

Property

Dated

Signed by the Guarantor in the presence of:

.....
Witness

.....
Guarantor

.....
Print Name

.....
Print Name

.....
Print Address

.....
Print Address

.....
Witness

.....
Guarantor

.....
Print Name

.....
Print Name

.....
Print Address

.....
Print Address



FOLIO: 20/SP96192

SEARCH DATE	TIME	EDITION NO	DATE
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26/8/2025	10:28 AM	4	18/12/2024

LAND

LOT 20 IN STRATA PLAN 96192

AT PENRITH

LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

NATHAN THOMAS CORNWELL

(T AU693568)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96192

2 AU693569 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP96192

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/8/2025	10:28 AM	5	10/6/2023

LAND

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

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

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96192

ADDRESS FOR SERVICE OF DOCUMENTS:

C/ BRIGHT & DUGGAN
PO BOX 281
CROWS NEST NSW 1585

SECOND SCHEDULE (12 NOTIFICATIONS)

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

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP96192

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

- 10 DP1234247 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 11 AQ174297 INITIAL PERIOD EXPIRED
- 12 AT161169 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 96192

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 649	2	- 432	3	- 409	4	- 561
5	- 689	6	- 430	7	- 541	8	- 442
9	- 551	10	- 547	11	- 448	12	- 532
13	- 493	14	- 542	15	- 670	16	- 419
17	- 532	18	- 438	19	- 537	20	- 552
21	- 453	22	- 537	23	- 498	24	- 547
25	- 675	26	- 424	27	- 537	28	- 443
29	- 542	30	- 557	31	- 458	32	- 542
33	- 502	34	- 552	35	- 680	36	- 429
37	- 542	38	- 448	39	- 547	40	- 562
41	- 463	42	- 547	43	- 507	44	- 557
45	- 685	46	- 433	47	- 547	48	- 453
49	- 552	50	- 566	51	- 468	52	- 552
53	- 512	54	- 562	55	- 690	56	- 438
57	- 552	58	- 458	59	- 557	60	- 571
61	- 483	62	- 557	63	- 517	64	- 566
65	- 695	66	- 443	67	- 557	68	- 463
69	- 562	70	- 576	71	- 478	72	- 562
73	- 522	74	- 571	75	- 699	76	- 448
77	- 562	78	- 468	79	- 566	80	- 581
81	- 483	82	- 566	83	- 527	84	- 576
85	- 704	86	- 453	87	- 566	88	- 473
89	- 581	90	- 429	91	- 542	92	- 424
93	- 424	94	- 522	95	- 537	96	- 542
97	- 463	98	- 419	99	- 532	100	- 532
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END OF PAGE 2 - CONTINUED OVER

TGL:2025:409...

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FOLIO: CP/SP96192

PAGE 3

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

STRATA PLAN 96192

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

NOTATIONS

UNREGISTERED DEALINGS: NIL

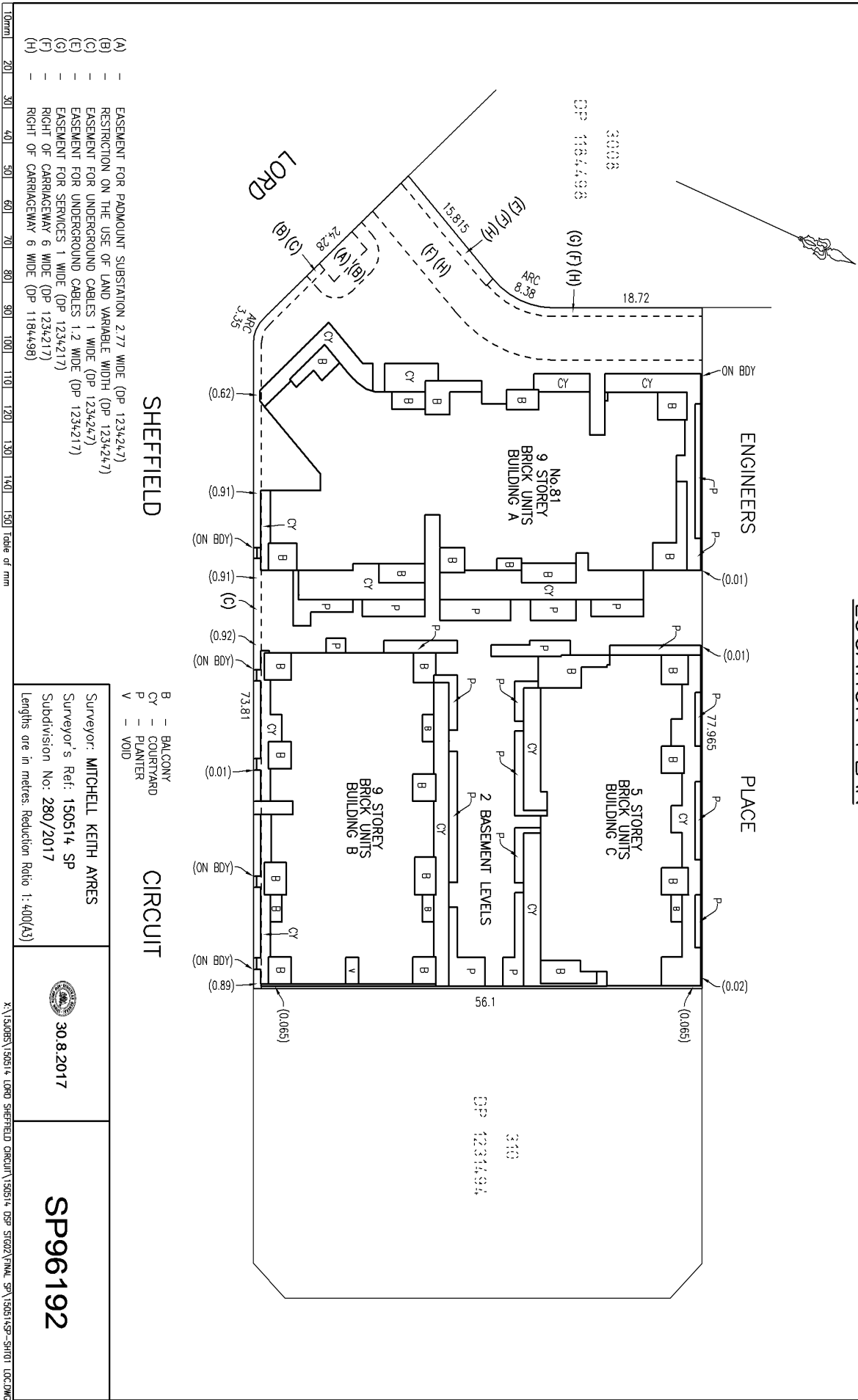
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TGL: 2025:409...

PRINTED ON 26/8/2025

* 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

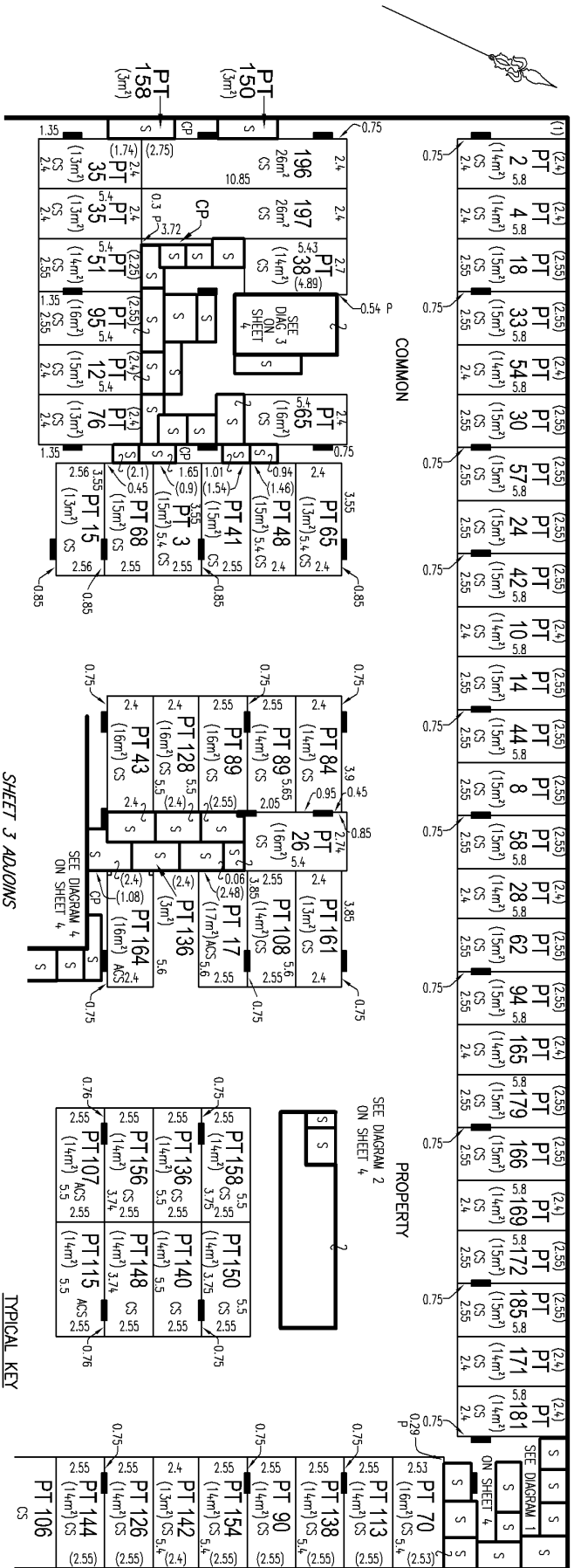


STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 2 of 31 Sheets

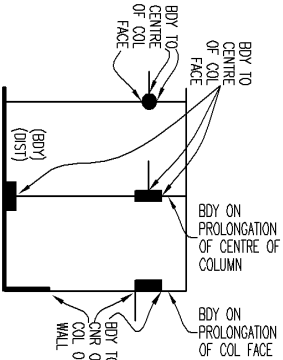
BASEMENT LEVEL 2



SHEET 3 ADJOINS

TYPICAL KEY

(UNLESS NOTED OTHERWISE)



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

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

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



SP96192

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

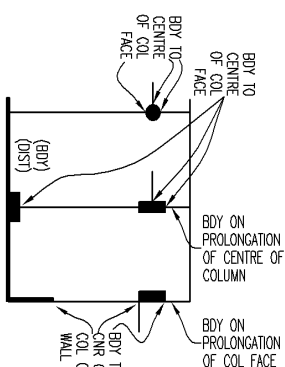
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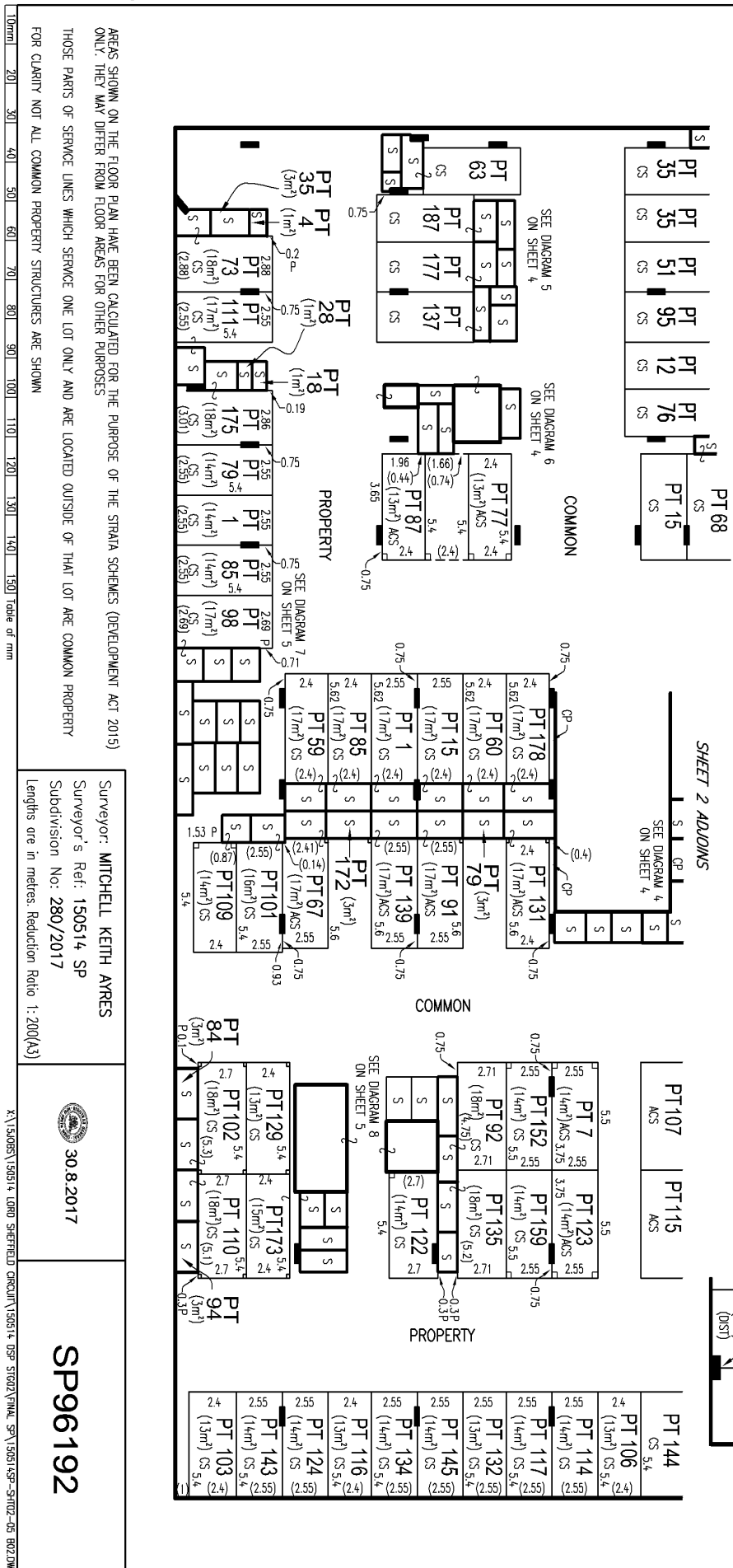
Sheet No. 3 of 31 Sheets

TYPICAL KEY
(UNLESS NOTED OTHERWISE)

(UNLESS NOTED OTHERWISE,



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



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

30.8.2017

SP96192

STRATA PLAN FORM 2 (A3)

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ePlan Sheet No. 4 of 31 Sheets

BASEMENT LEVEL 2

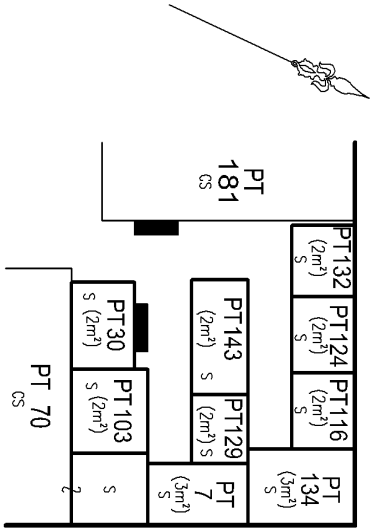


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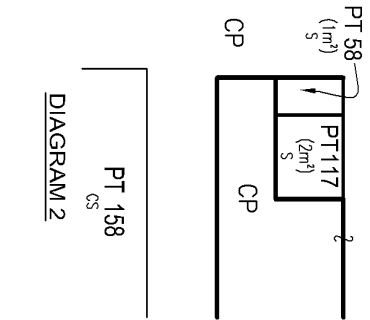


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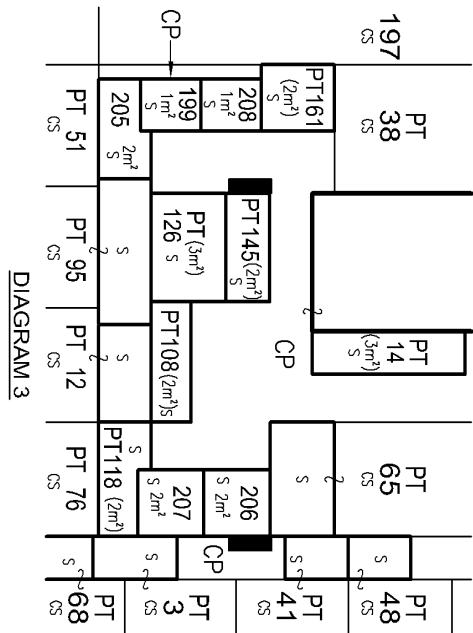


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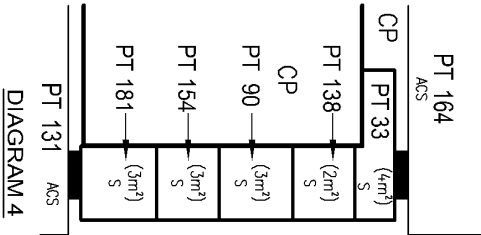


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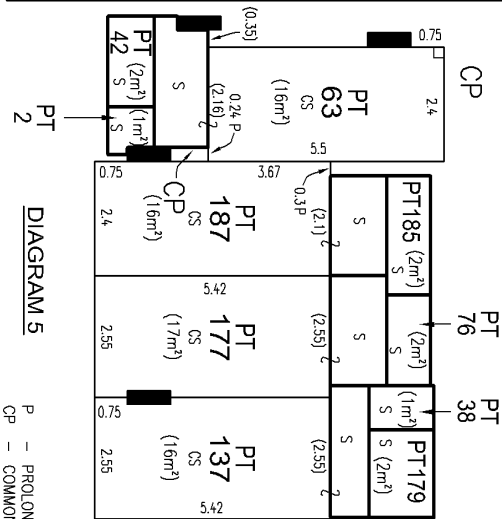


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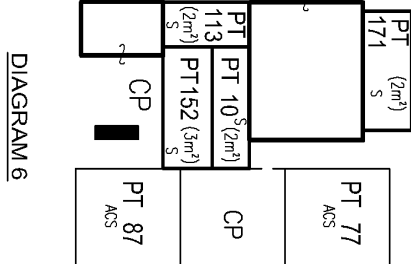
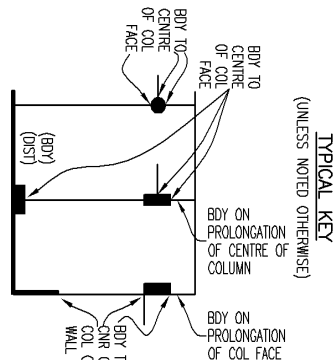


DIAGRAM 6



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Surveyor: MITCHELL KEITH AYRES
Surveyor's Ref: 150514 SP
Subdivision No: 280/2017
Lengths are in metres. Reduction Ratio 1:100(A3)

30.8.2017

SP96192

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BASEMENT LEVEL 2

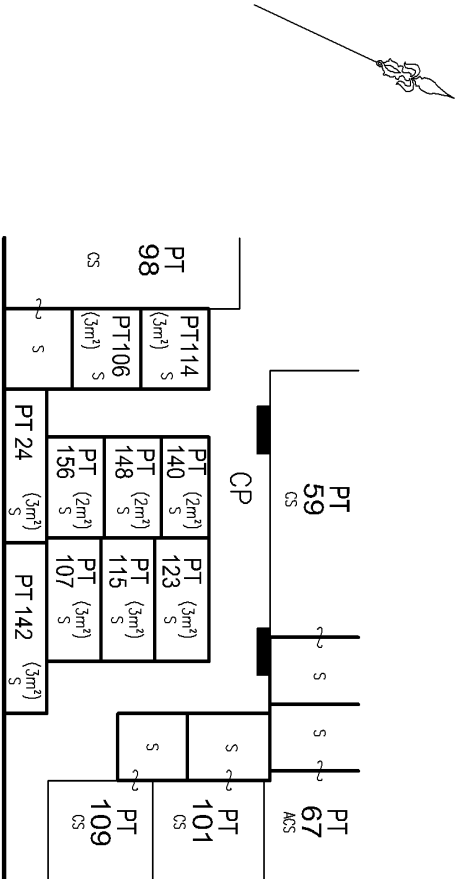
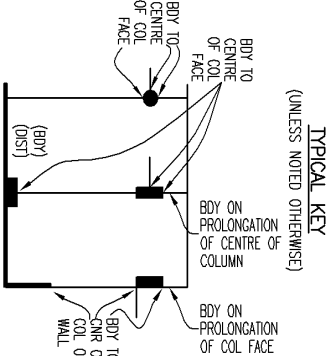


DIAGRAM 7



TYPICAL KEY
(UNLESS NOTED OTHERWISE)

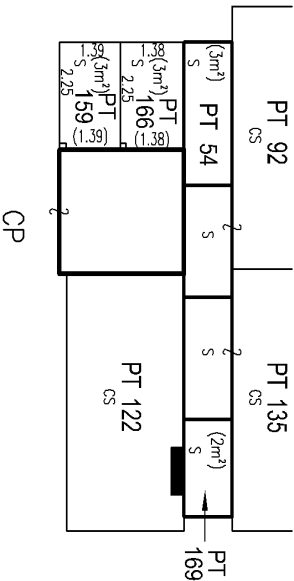
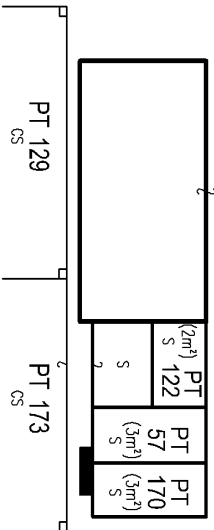


DIAGRAM 8



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

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Surveyor: MITCHELL KEITH AYRES
Surveyor's Ref: 150514, SP
Subdivision No: 280/2017
Lengths are in metres. Reduction Ratio 1:100(A3)

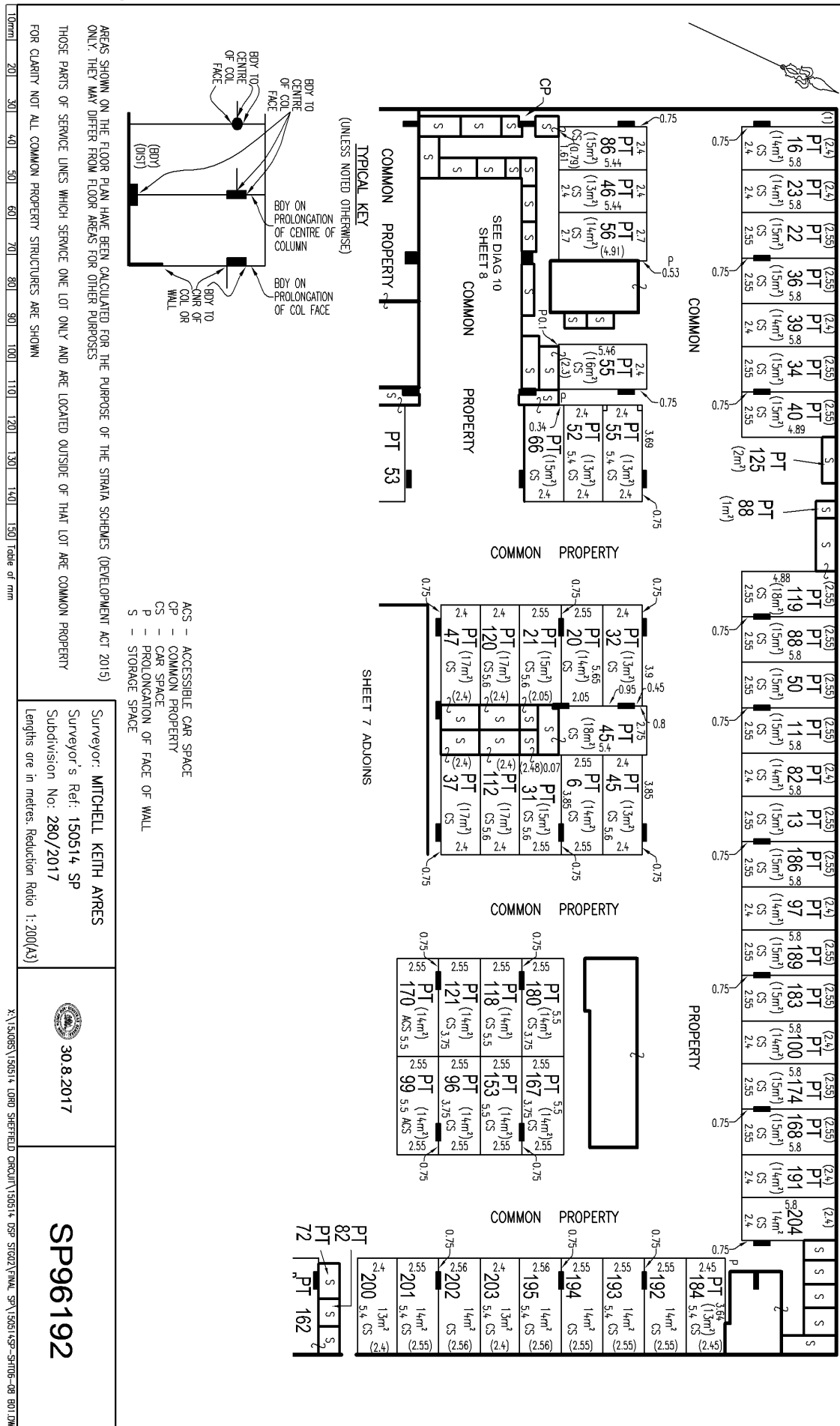
30.8.2017

SP96192

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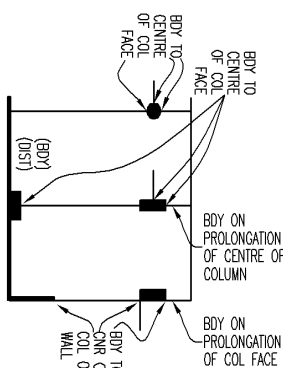
Sheet No. 6 of 31 Sheets

SEE DIAG
SHEET 8

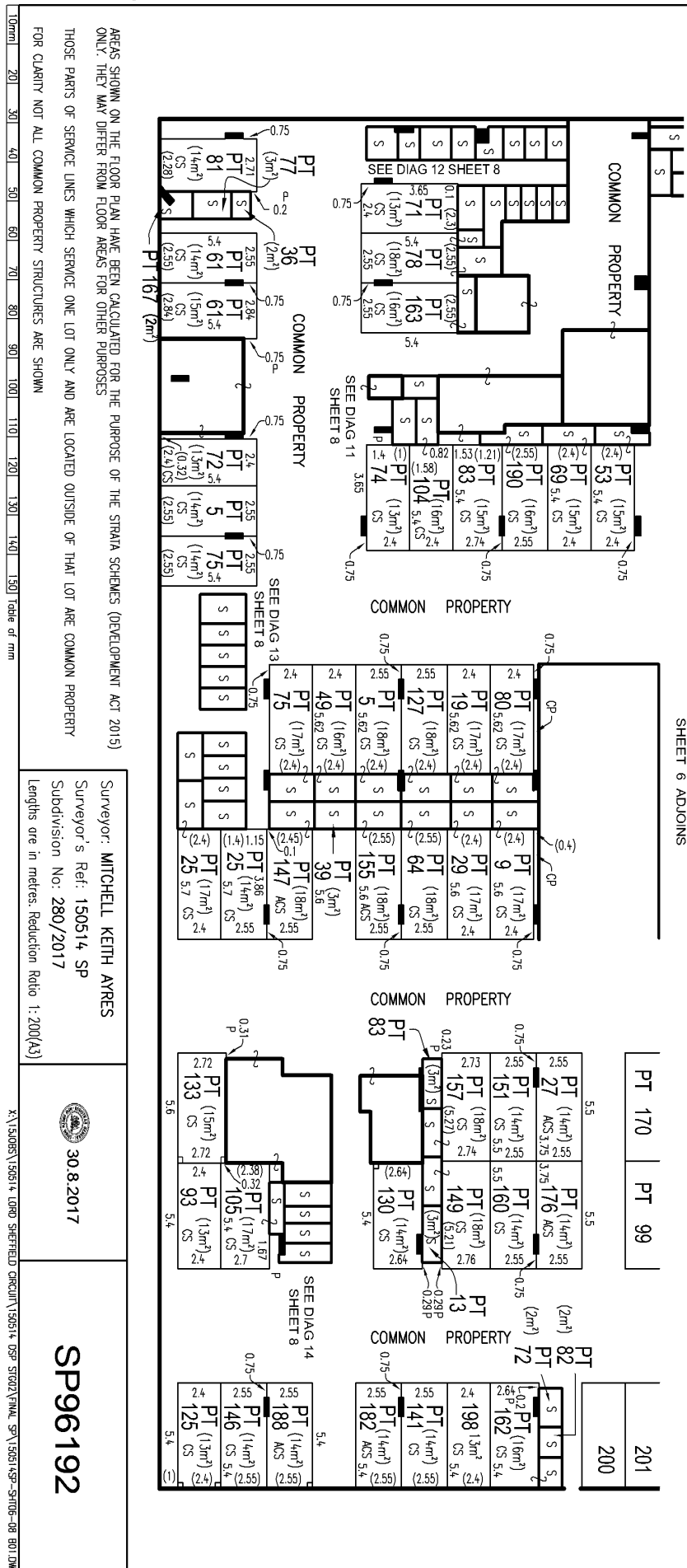


BASEMENT LEVEL 1

TYPICAL KEY
(UNLESS NOTED OTHERWISE)



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



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

 30.8.2017

SP96192

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BASEMENT LEVEL 1

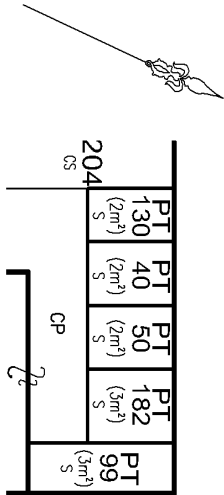


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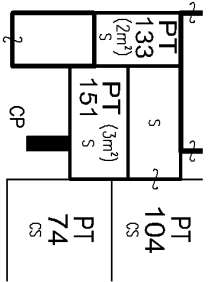


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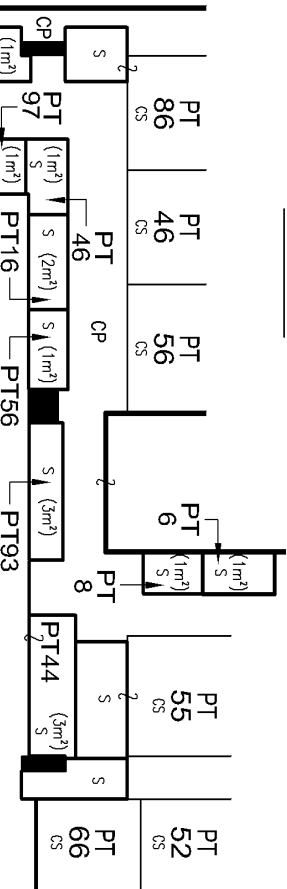


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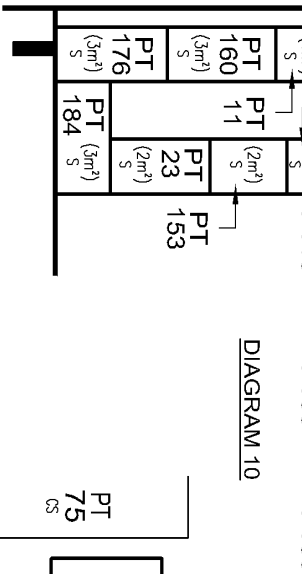


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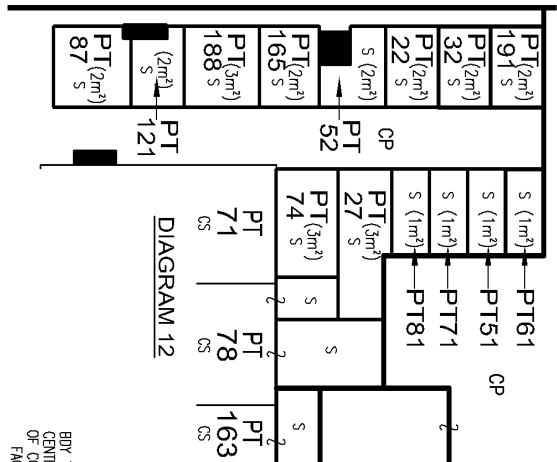


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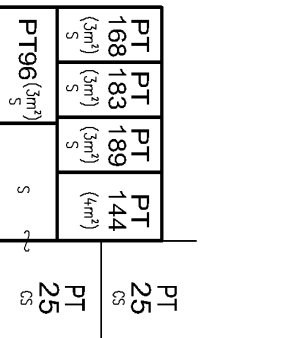
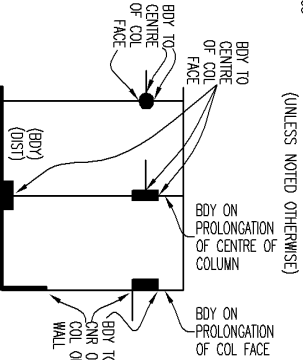


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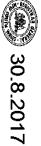


UNLESS NOTED OTHERWISE

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

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

Surveyor: MITCHELL KEITH AYRES
Surveyor's Ref: 150514, SP
Subdivision No: 280/2017
Lengths are in metres. Reduction Ratio 1:100(A3)



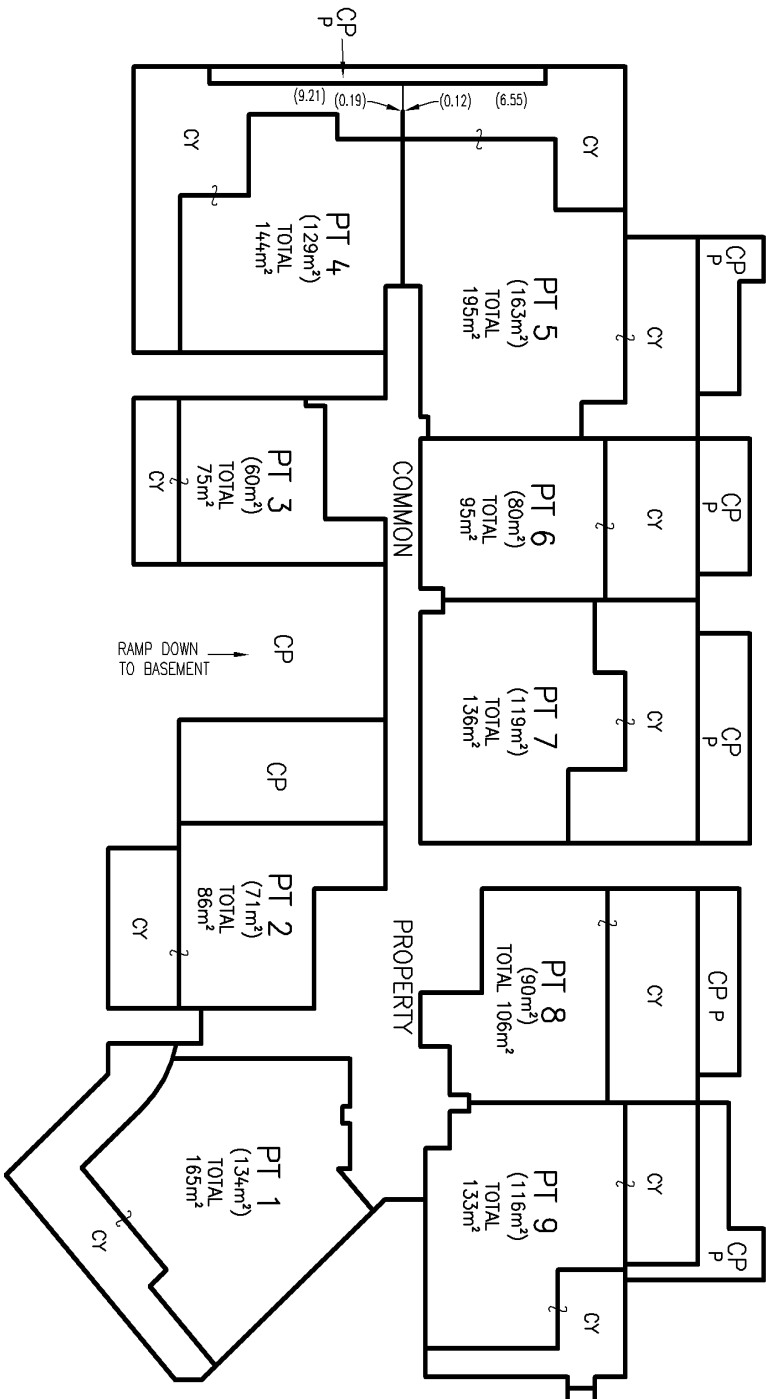
SP96192

STRATA PLAN FORM 2 (A3)

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ePlan Sheet No. 9 of 31 Sheets

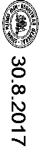
GROUND LEVEL BUILDING A



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

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Subdivision No: 280/2017
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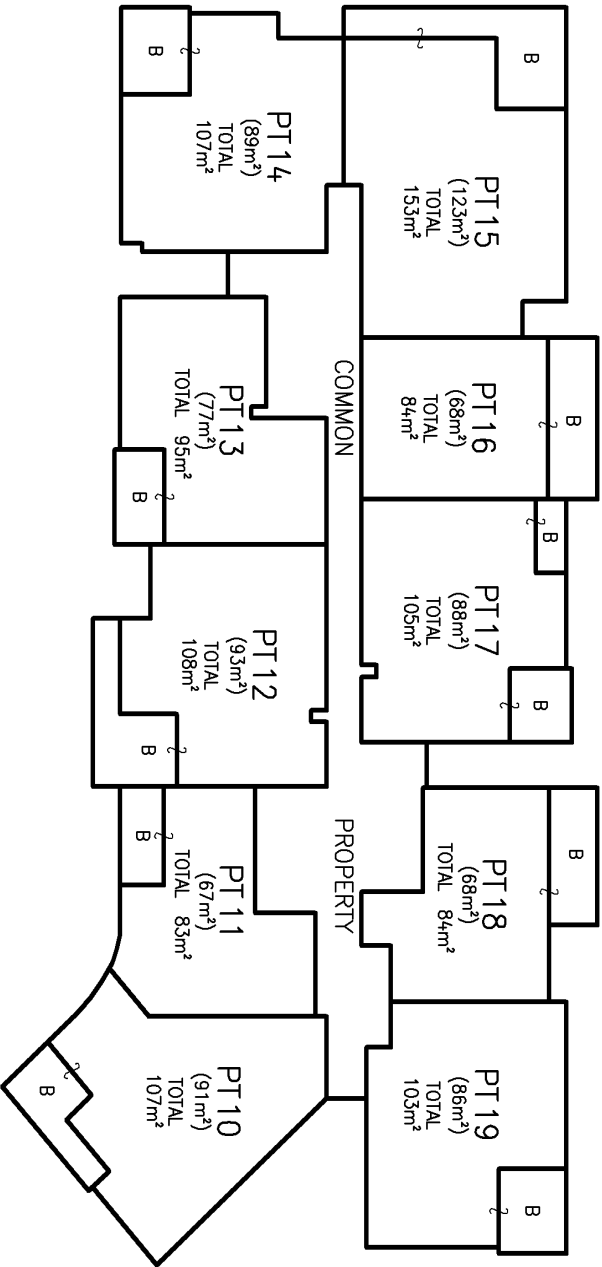
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet No. 10 of 31 Sheets

LEVEL 1
BUILDING A



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

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

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

30.8.2017

SP96192

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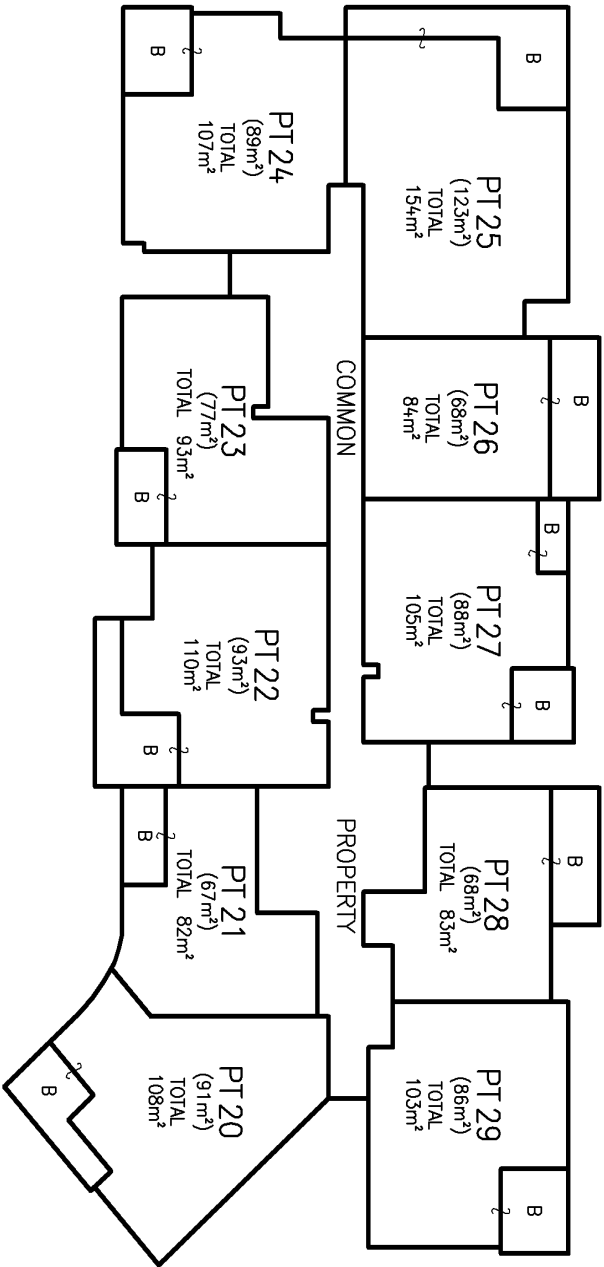
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet No. 11 of 31 Sheets

LEVEL 2
BUILDING A



B - COVERED BALCONY

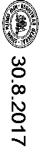
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

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

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



SP96192

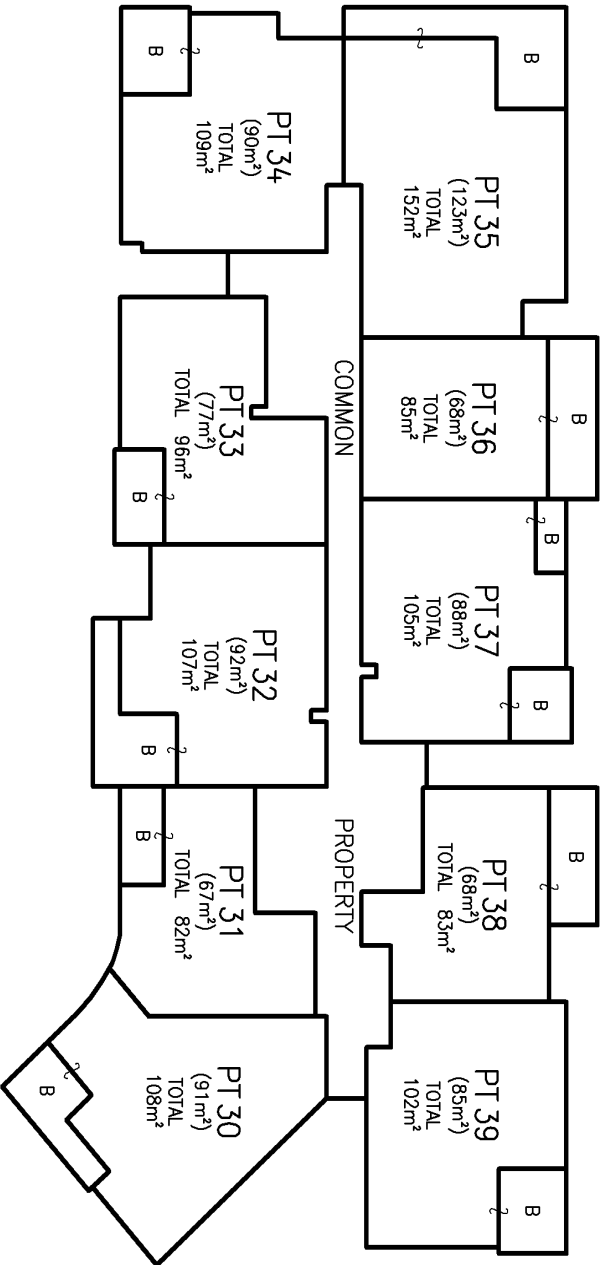
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet No. 12 of 31 Sheets

LEVEL 3
BUILDING A



B - COVERED BALCONY

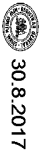
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10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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



SP96192

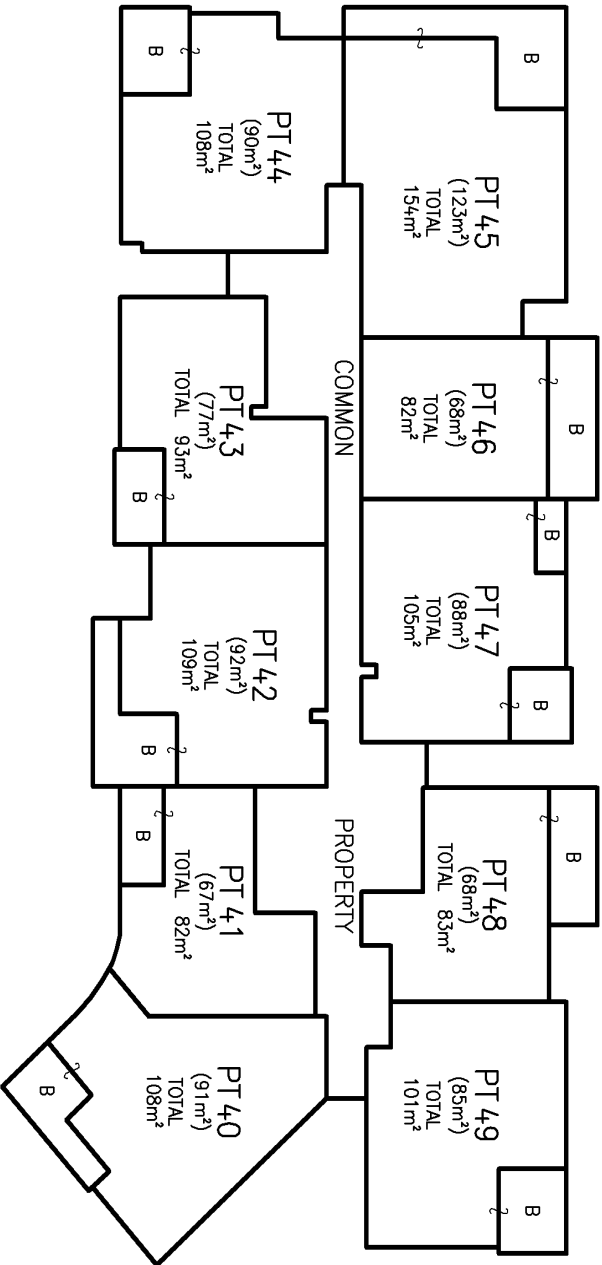
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STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 13 of 31 Sheets

LEVEL 4
BUILDING A



B - COVERED BALCONY

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

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

30.8.2017

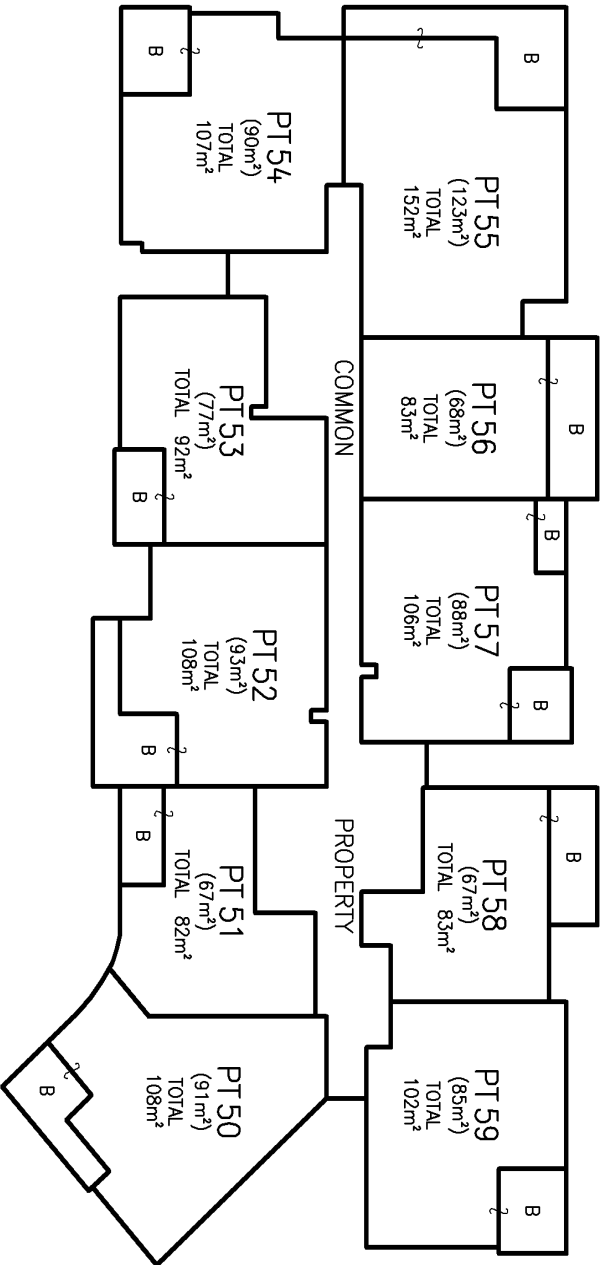
SP96192

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 14 of 31 Sheets

LEVEL 5
BUILDING A



B - COVERED BALCONY

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

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

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

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

30.8.2017

SP96192

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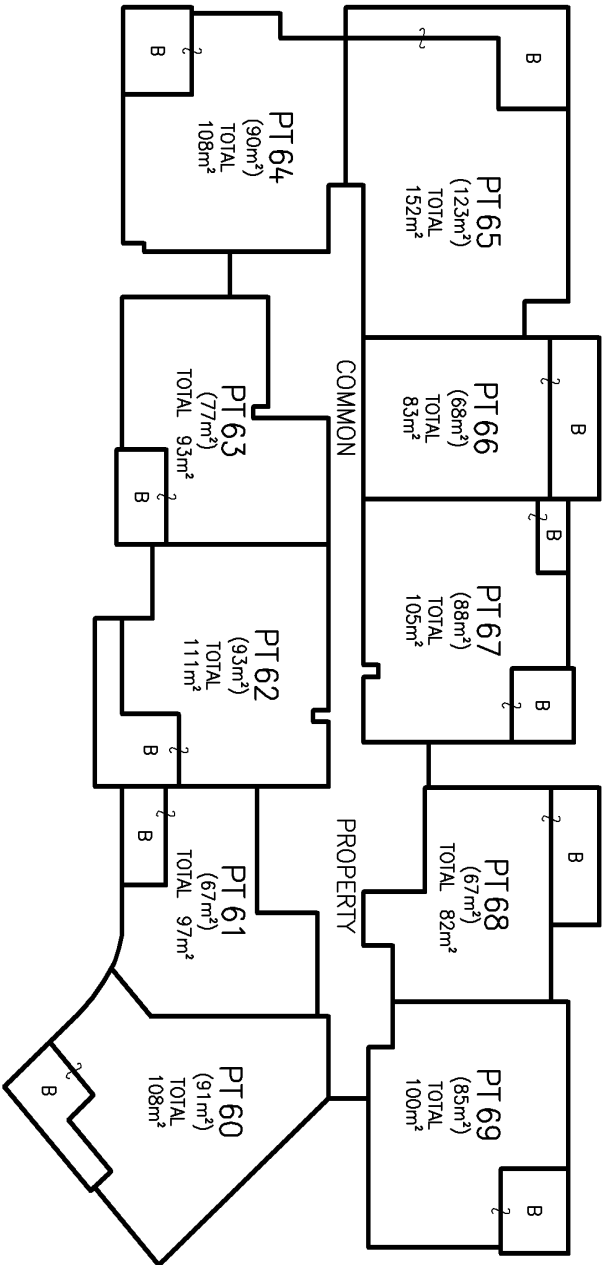
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet No. 15 of 31 Sheets

LEVEL 6
BUILDING A



B - COVERED BALCONY

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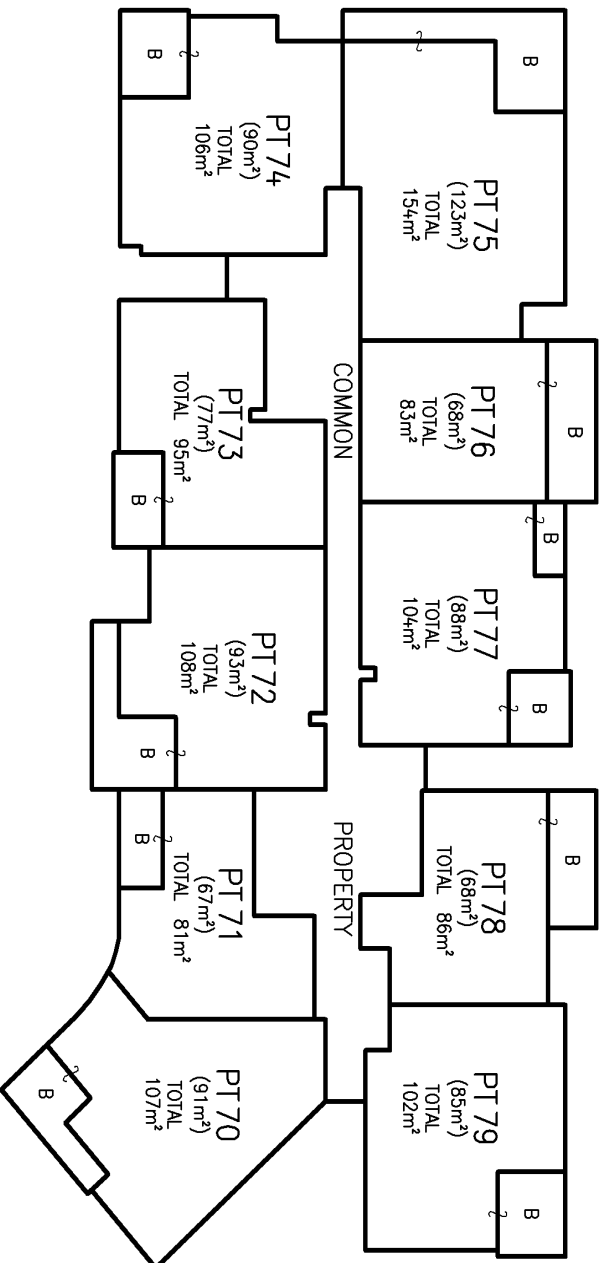
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Surveyor: MITCHELL KEITH AYRES
Surveyor's Ref: 150514, SP
Subdivision No: 280/2017
Lengths are in metres. Reduction Ratio 1:200(A3)

30.8.2017

SP96192

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B - COVERED BALCONY

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Surveyor: MITCHELL KEITH AYRES

Surveyor's Ref: 150514 SP

Subdivision No: 280/2017

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

30.8.2017

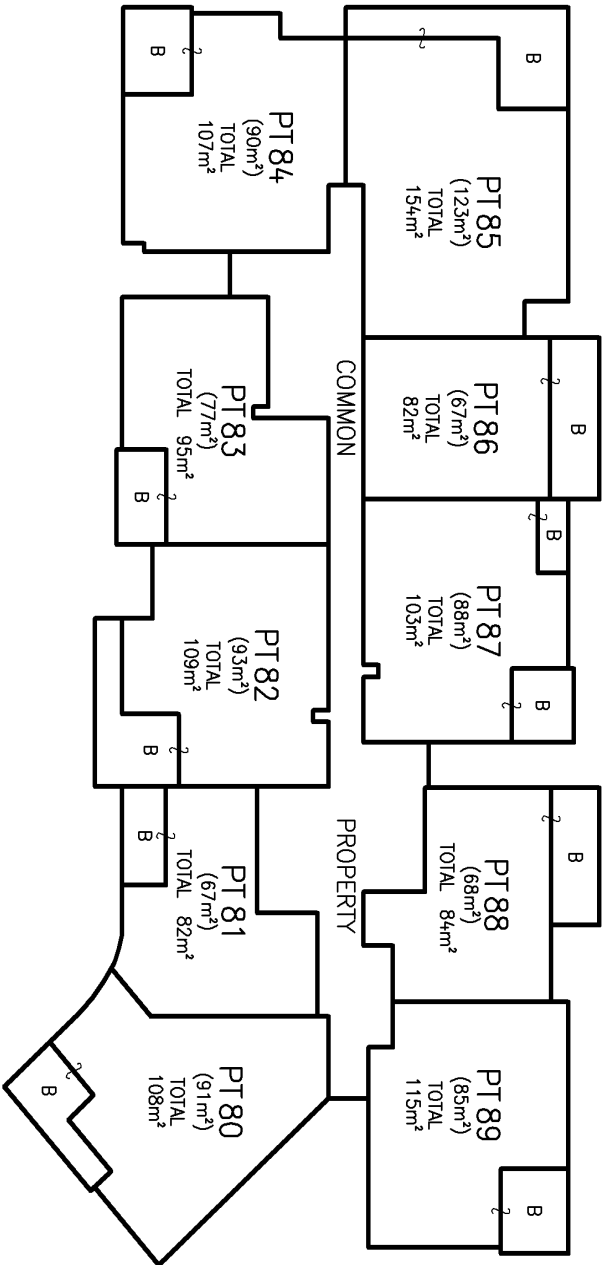
SP96192

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 17 of 31 Sheets

LEVEL 8
BUILDING A



B - BALCONY

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

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

30.8.2017

SP96192

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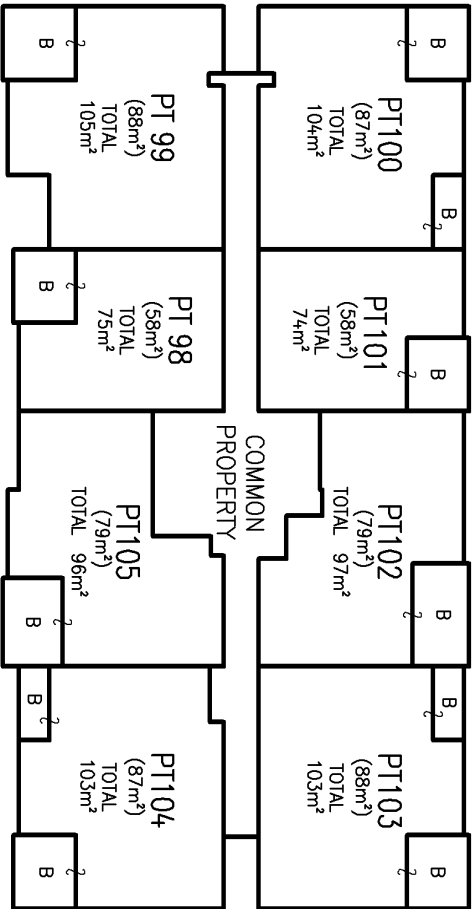
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet No. 19 of 31 Sheets

LEVEL 1
BUILDING B



B - COVERED BALCONY

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

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

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

30.8.2017

SP96192

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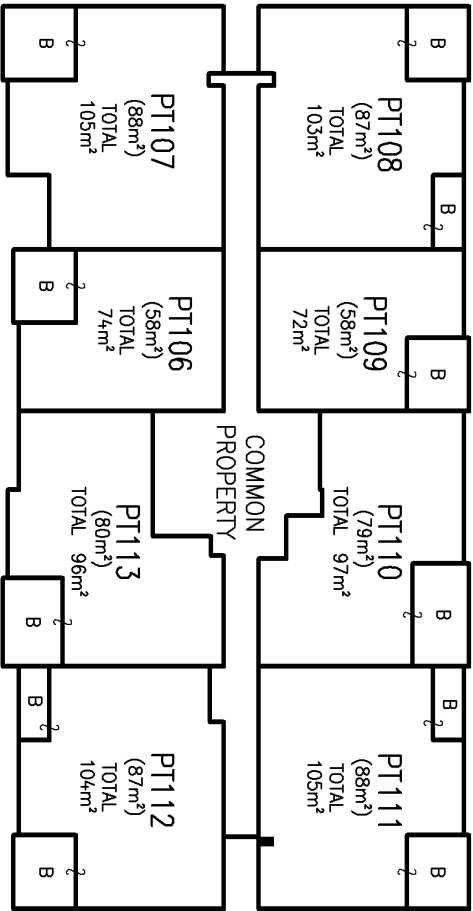
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet No. 20 of 31 Sheets

LEVEL 2
BUILDING B



B - COVERED BALCONY

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

30.8.2017

SP96192

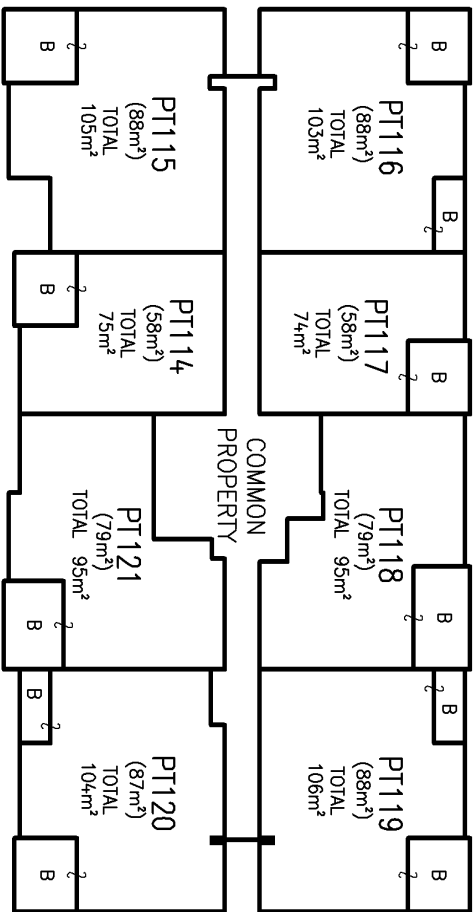
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet No. 21 of 31 Sheets

LEVEL 3
BUILDING B



B - COVERED BALCONY

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

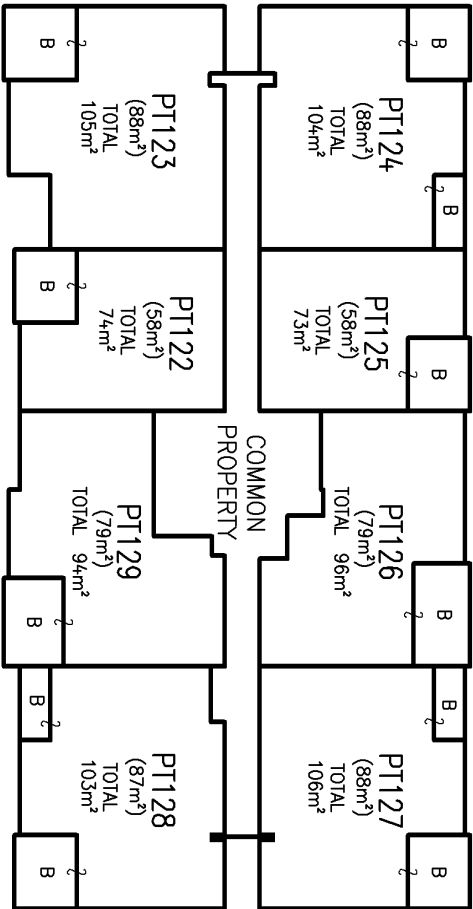
Surveyor: MITCHELL KEITH AYRES
Surveyor's Ref: 150514, SP
Subdivision No: 280/2017
Lengths are in metres. Reduction Ratio 1:200(A3)

30.8.2017

SP96192

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LEVEL 4
BUILDING B



B - COVERED BALCONY

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

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

30.8.2017

SP96192

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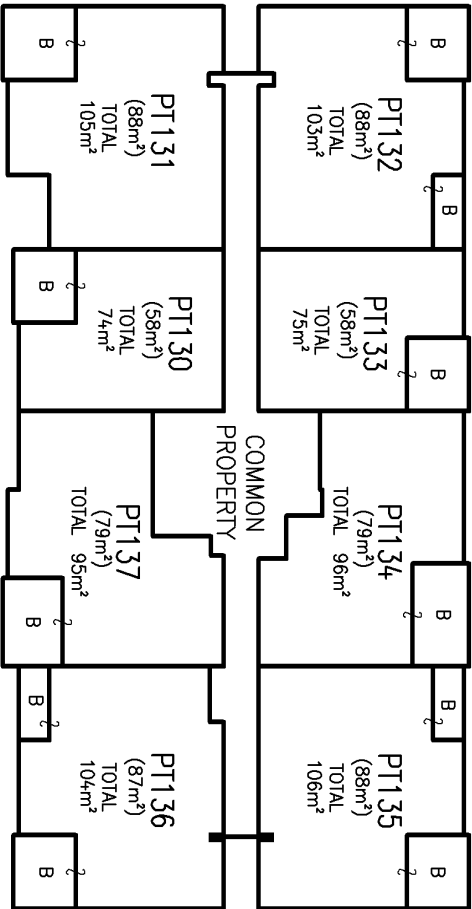
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet No. 23 of 31 Sheets

LEVEL 5
BUILDING B



B - COVERED BALCONY

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

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

30.8.2017

SP96192

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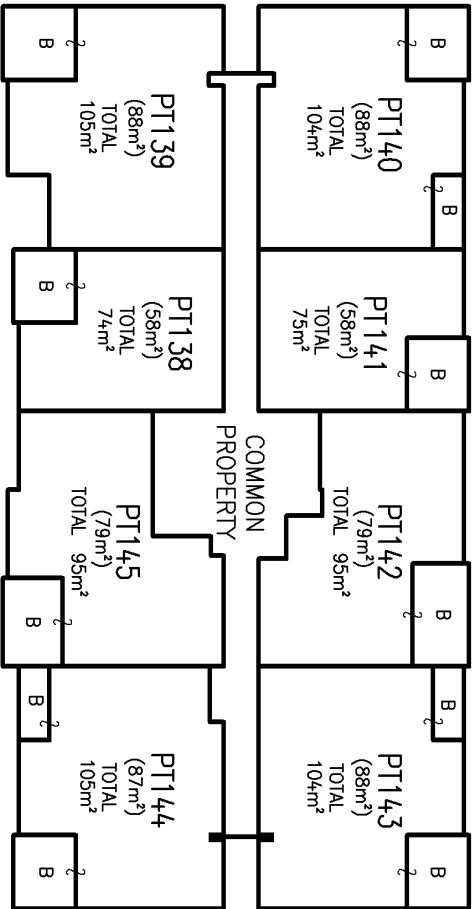
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet No. 24. of 31 Sheets

LEVEL 6
BUILDING B



B - COVERED BALCONY

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Subdivision No: 280/2017
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30.8.2017

SP96192

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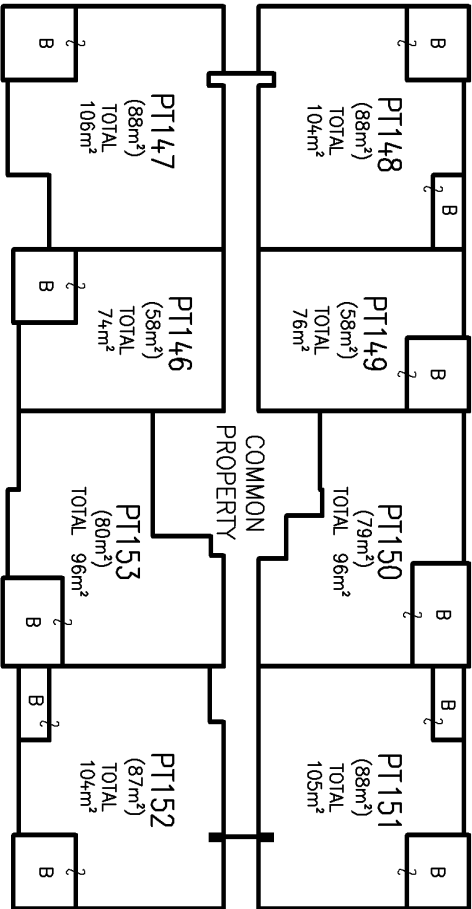
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet No. 25 of 31 Sheets

LEVEL 7
BUILDING B



B - COVERED BALCONY

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

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

30.8.2017

SP96192

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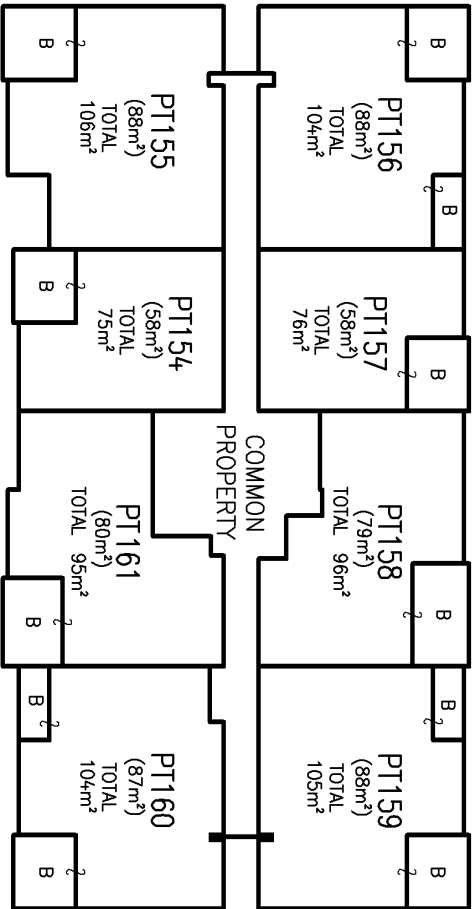
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet No. 26 of 31 Sheets

LEVEL 8
BUILDING B



B – BALCONY

BALCONIES ARE LIMITED IN HEIGHT TO 3 ABOVE
THE UPPER SURFACE OF THEIR RESPECTIVE
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Surveyor's Ref: 150514, SP
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Lengths are in metres. Reduction Ratio 1:200(A3)

30.8.2017

SP96192

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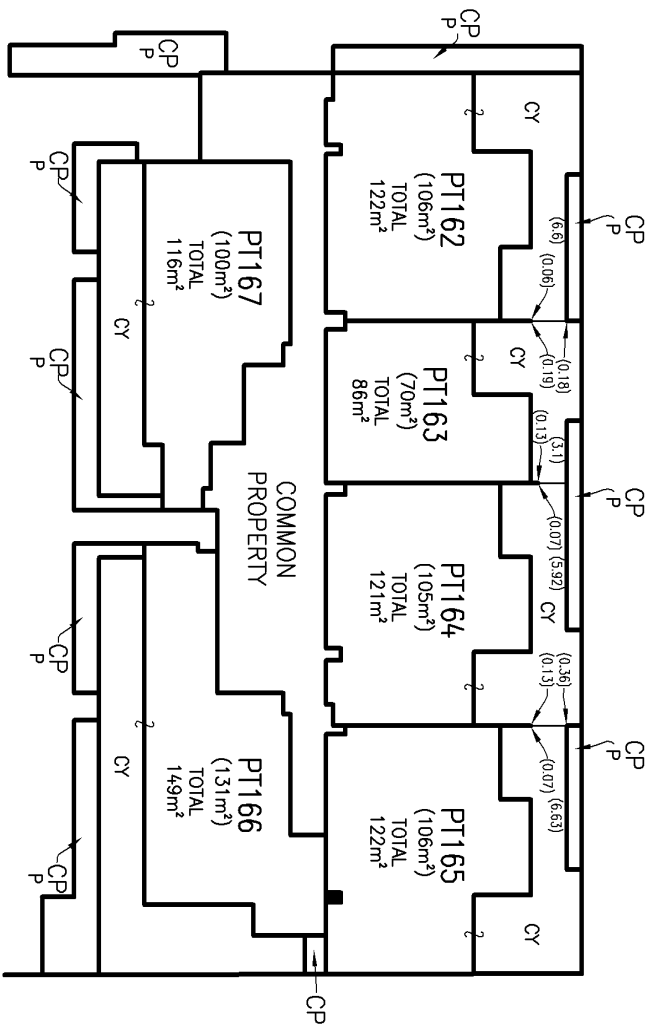
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet No. 27 of 31 Sheets

GROUND LEVEL BUILDING C



CP - COMMON PROPERTY
CY - COURTYARD
P - PLANTER

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

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

30.8.2017

SP96192

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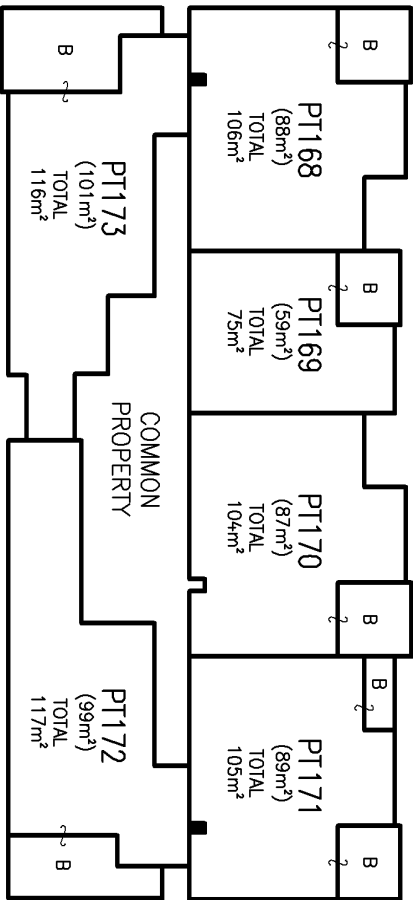
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet No. 28 of 31 Sheets

LEVEL 1
BUILDING C



B - COVERED BALCONY

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Subdivision No: 280/2017
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30.8.2017

SP96192

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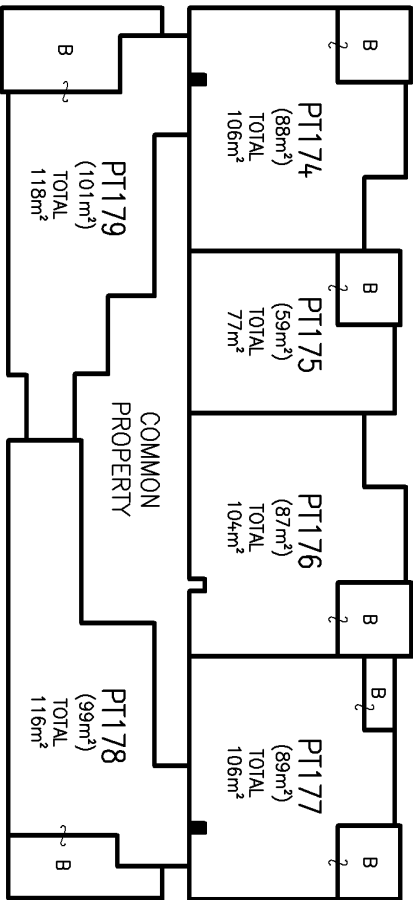
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet No. 29 of 31 Sheets

LEVEL 2
BUILDING C



B - COVERED BALCONY

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30.8.2017

SP96192

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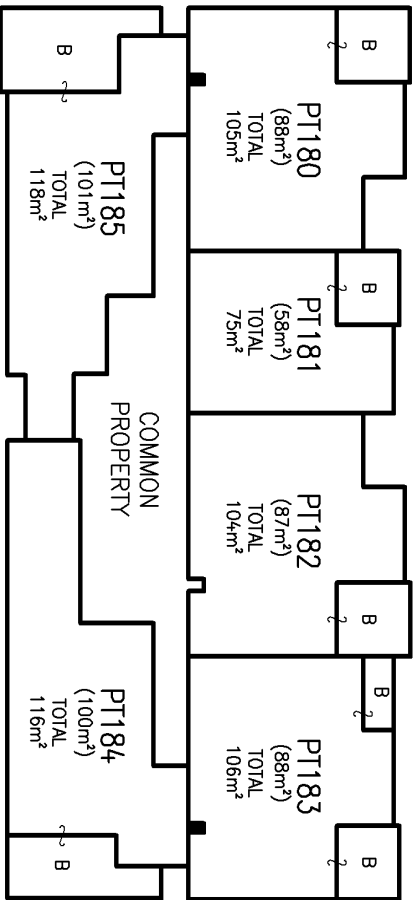
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet No. 30 of 31 Sheets

LEVEL 3
BUILDING C



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30.8.2017

SP96192

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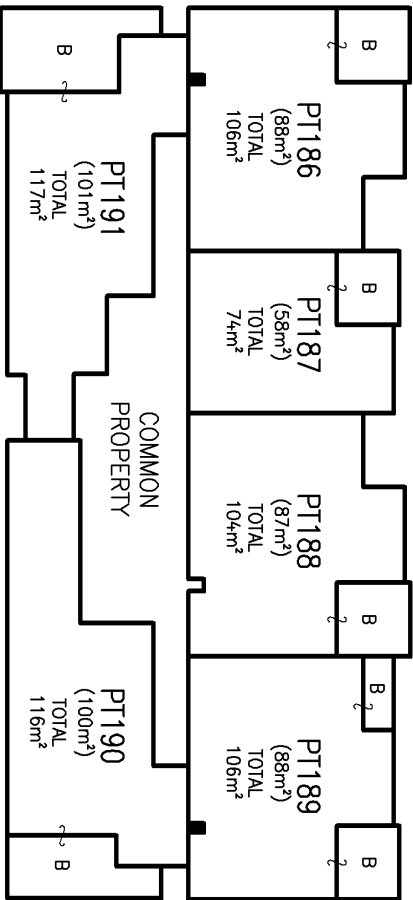
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet No. 31 of 31 Sheets

LEVEL 4
BUILDING C

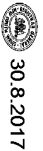


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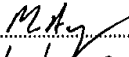
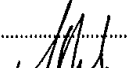




SP96192

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

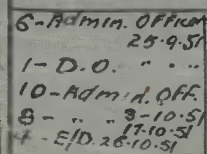
ePlan

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

ePlan															
SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)													
Office Use Only		Office Use Only													
Registered:  30.8.2017		SP96192													
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>11/08/17</u>															
SCHEDULE OF UNIT ENTITLEMENT															
LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	649	31	458	61	483	91	542	121	502	151	562	181	429		
2	432	32	542	62	557	92	424	122	433	152	562	182	542		
3	409	33	502	63	517	93	424	123	547	153	522	183	542		
4	561	34	552	64	566	94	522	124	547	154	453	184	581		
5	689	35	680	65	695	95	537	125	433	155	566	185	557		
6	430	36	429	66	443	96	542	126	512	156	566	186	547		
7	541	37	542	67	557	97	463	127	547	157	453	187	433		
8	442	38	448	68	463	98	419	128	547	158	532	188	547		
9	551	39	547	69	562	99	532	129	507	159	566	189	547		
10	547	40	562	70	576	100	532	130	438	160	566	190	586		
11	448	41	463	71	478	101	419	131	552	161	527	191	562		
12	532	42	547	72	562	102	498	132	552	162	542	192	10		
13	493	43	507	73	522	103	532	133	438	163	429	193	10		
14	542	44	557	74	571	104	532	134	517	164	542	194	10		
15	670	45	685	75	699	105	493	135	552	165	542	195	10		
16	419	46	433	76	448	106	424	136	552	166	571	196	20		
17	532	47	547	77	562	107	537	137	512	167	522	197	20		
18	438	48	453	78	468	108	537	138	443	168	532	198	10		
19	537	49	552	79	566	109	424	139	557	169	419	199	1		
20	552	50	566	80	581	110	502	140	557	170	532	200	10		
21	453	51	468	81	483	111	537	141	443	171	532	201	10		
22	537	52	552	82	566	112	537	142	522	172	571	202	10		
23	498	53	512	83	527	113	498	143	557	173	547	203	10		
24	547	54	562	84	576	114	429	144	557	174	537	204	10		
25	675	55	690	85	704	115	542	145	517	175	424	205	1		
26	424	56	438	86	453	116	542	146	448	176	537	206	1		
27	537	57	552	87	566	117	429	147	562	177	537	207	1		
28	443	58	458	88	473	118	507	148	562	178	576	208	1		
29	542	59	557	89	581	119	542	149	448	179	552				
30	557	60	571	90	429	120	542	150	527	180	542				
AGGREGATE												100000			
Surveyors Reference: 150514 SP															

STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
<div style="text-align: right; font-size: small;">Office Use Only</div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 20px;"> <div style="text-align: left;"> <p>Registered 30.8.2017</p> <p>PLAN OF SUBDIVISION OF LOT 309 DP 1231494</p> <p>Subdivision Certificate number: 280/2017 Date of endorsement: 11/8/17</p> </div> <div style="text-align: right; font-size: small;">Office Use Only</div> </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 20px;">SP96192</div> <div style="margin-top: 20px; font-size: x-small;"> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A Schedule of Unit Entitlements. Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919. Signatures and seals - see 195D Conveyancing Act 1919. Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>	
<div style="text-align: center; margin-bottom: 40px;"> <p>THORNTON NORTH PENRITH No.2 PROPRIETARY LIMITED ACN 606 524 707</p> </div> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p><u>TIMOTHY CASEY</u></p> <p>NAME OF DIRECTOR</p> <div style="margin-top: 40px;"> <p>SIGNATURE OF DIRECTOR</p> </div> </div> <div style="text-align: center;"> <p><u>DEBORAH LANDES</u></p> <p>NAME OF DIRECTOR</p> <div style="margin-top: 40px;"> <p>SIGNATURE OF DIRECTOR</p> </div> </div> </div> <div style="margin-top: 40px;"> <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 <u>2</u> Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <p>WITNESS</p> <p>CAROLINE SHEN Associate NAB Corporate Property NSW 255 GEORGE ST SYDNEY</p> </div> <div style="text-align: center;"> <p>ATTORNEY</p> <p>RACHEL TWEEDY Associate Director NAB Corporate Property NSW</p> </div> </div> </div>		
<p>SURVEYORS REFERENCE: 150514 SP</p>		



E3450A

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

Commercial Manager and Secretary.
The Electricity Commission **PENRITH POWER STATION**
of New South Wales. **SITES & BOUNDARIES**

SITES & BOUNDARIES
PLAN OF ACQUISITION DEPT. OF THE INTERIOR
FROM COMMONWEALTH. NEG No 5288 N.S.W

P. 145

CONVERSION TABLE ADDED IN
DEPARTMENT OF LANDS

DP 104189

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

AC RD P SQ M

1 1 7 1/4 5242

PLAN FORM 2 (A2)

SCHEDULE OF LINES

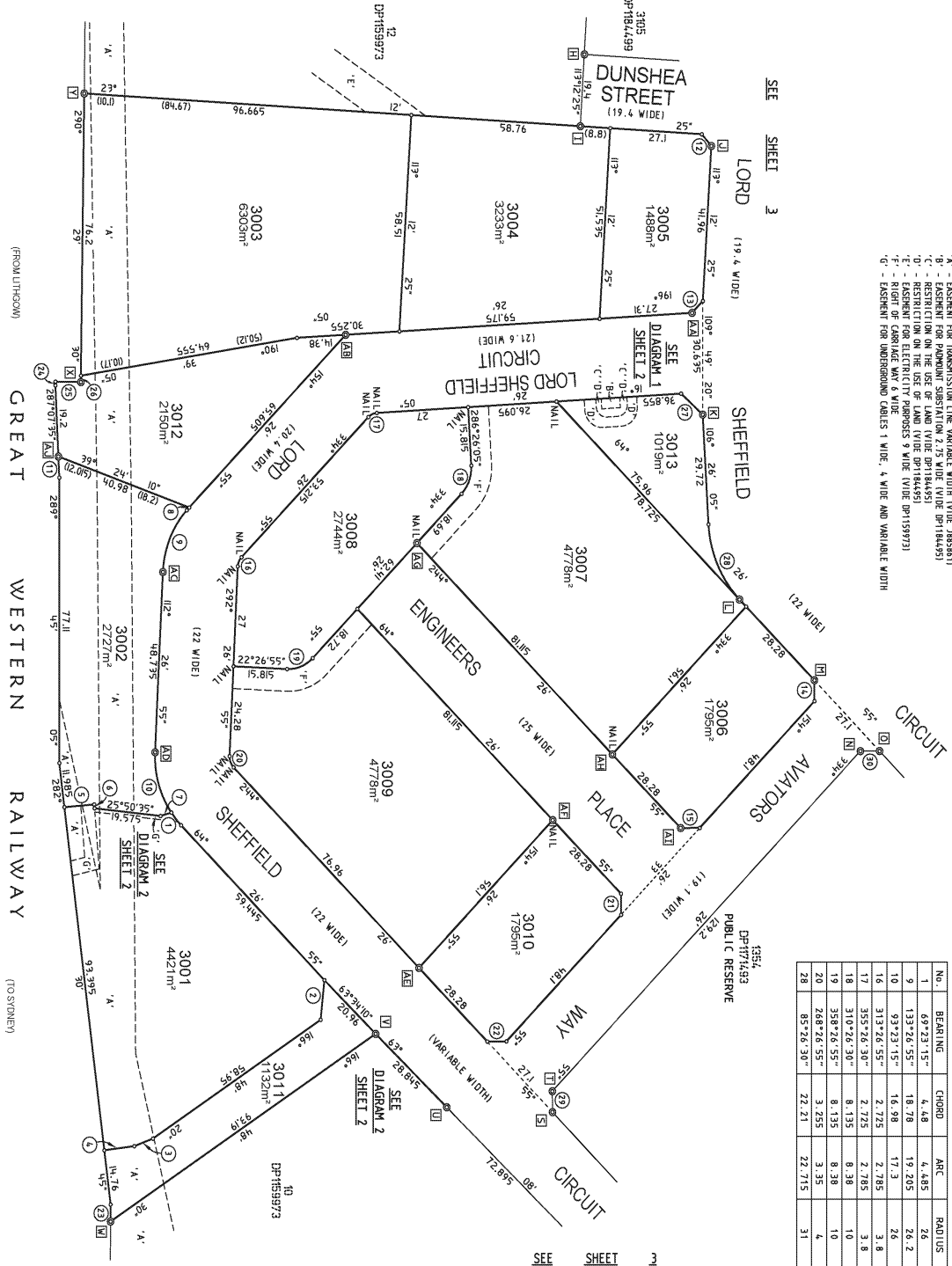
No.	BEARING	DISTANCE
1	115°37'40"	10.78
2	117°25'45"	5.86
3	192°30'45"	8.94
4	14°58'05"	8.84
5	104°58'05"	1.065
6	4°00'40"	3.305
7	154°26'55"	0.315
8	287°07'35"	5.71
9	68°12'25"	4.265
10	154°49'15"	4.485
11	109°26'55"	5.655
12	199°26'55"	5.655
13	109°26'55"	5.655
14	199°26'55"	5.655
15	109°26'55"	5.655
16	199°26'55"	5.655
17	289°54'10"	4.6
18	289°29'30"	7.485
19	289°26'55"	5.655
20	192°30'45"	8.94
21	117°25'45"	5.86
22	115°37'40"	10.78

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
1	67°19'35"	11.59	DH&WD (DP-1171491)
2	84°40'35"	17.64	DH&WD (DP-1171491)
3	156°28'50"	4.61	DH&WD (DP-1184495)
4	196°56'15"	4.045	DH&WD (DP-1184495)
5	160°45'10"	4.09	DH&WD (DP-1184495)
6	191°57'	5.03	DH&WD (DP-1171491)
7	134°05'05"	4.315	DH&WD (DP-1171491)
8	338°23'10"	4.07	DH&WD (DP-1171491)
9	192°23'25"	3.895	DH&WD (DP-1171491)
10	22°08'30"	8.53	SSH180838
11	152°11'30"	17.96	DH&WD
12	297°23'45"	8	BOLTED (DP-1159973)
13	246°34'10"	5.325	BOLTED (DP-1159973)
14	180°39'10"	7.97	DH&WD (DP-1159973)
15	205°34'35"	11.93	DH&WD (DP-1171491)
16	313°45'30"	19.72	DH&WD
17	289°20'25"	7.435	DH&WD
18	218°54'25"	19.075	DH&WD
19	180°31'45"	4.245	DH&WD
20	190°03'40"	18.435	DH&WD
21	257°13'20"	9.355	DH&WD
22	211°57'	18.79	DH&WD
23	342°53'	4.12	DH&WD
24	110°26'35"	4.835	DH&WD
25	289°56'10"	8.015	DH&WD
26	308°34'45"	16.225	DH&WD
27	15°04'25"	4.535	DH&WD
28	33°29'25"	8.155	DH&WD
29	33°29'35"	8.865	DH&WD
30	103°27'40"	27.185	DH&WD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- A' - EASEMENT FOR TRANSMISSION LINE VARIABLE WIDTH (VWDE 1885961)
- B' - EASEMENT FOR PUMPING STATION 2.75 WIDE (VWDE 1885961)
- C' - RESTRICTION ON THE USE OF LAND (VWDE 1885961)
- D' - EASEMENT FOR ELECTRICITY PURPOSES 9 WIDE (VWDE 1885961)
- E' - EASEMENT FOR ELECTRICITY PURPOSES 9 WIDE (VWDE 1885961)
- F' - RIGHT OF CARRIAGE WAY 6 WIDE
- G' - EASEMENT FOR UNDERGROUND CABLES 1 WIDE, 4 WIDE AND VARIABLE WIDTH



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	69°23'15"	4.48	4.485	26.2
2	133°26'55"	18.78	19.205	26.2
3	93°23'15"	16.98	17.3	26.2
4	313°26'55"	2.725	2.785	3.8
5	355°26'30"	2.725	2.785	3.8
6	310°26'30"	8.135	8.38	10
7	358°26'55"	8.135	8.38	10
8	268°26'55"	3.255	3.355	4
9	85°26'30"	22.21	22.715	31

Surveyor: GRADIA JOHN HALL
Date of Survey: 22 APRIL 2015
Surveyor's Ref: 72103A

PLAN OF
SUBDIVISION OF LOT 1196 DP1171491

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

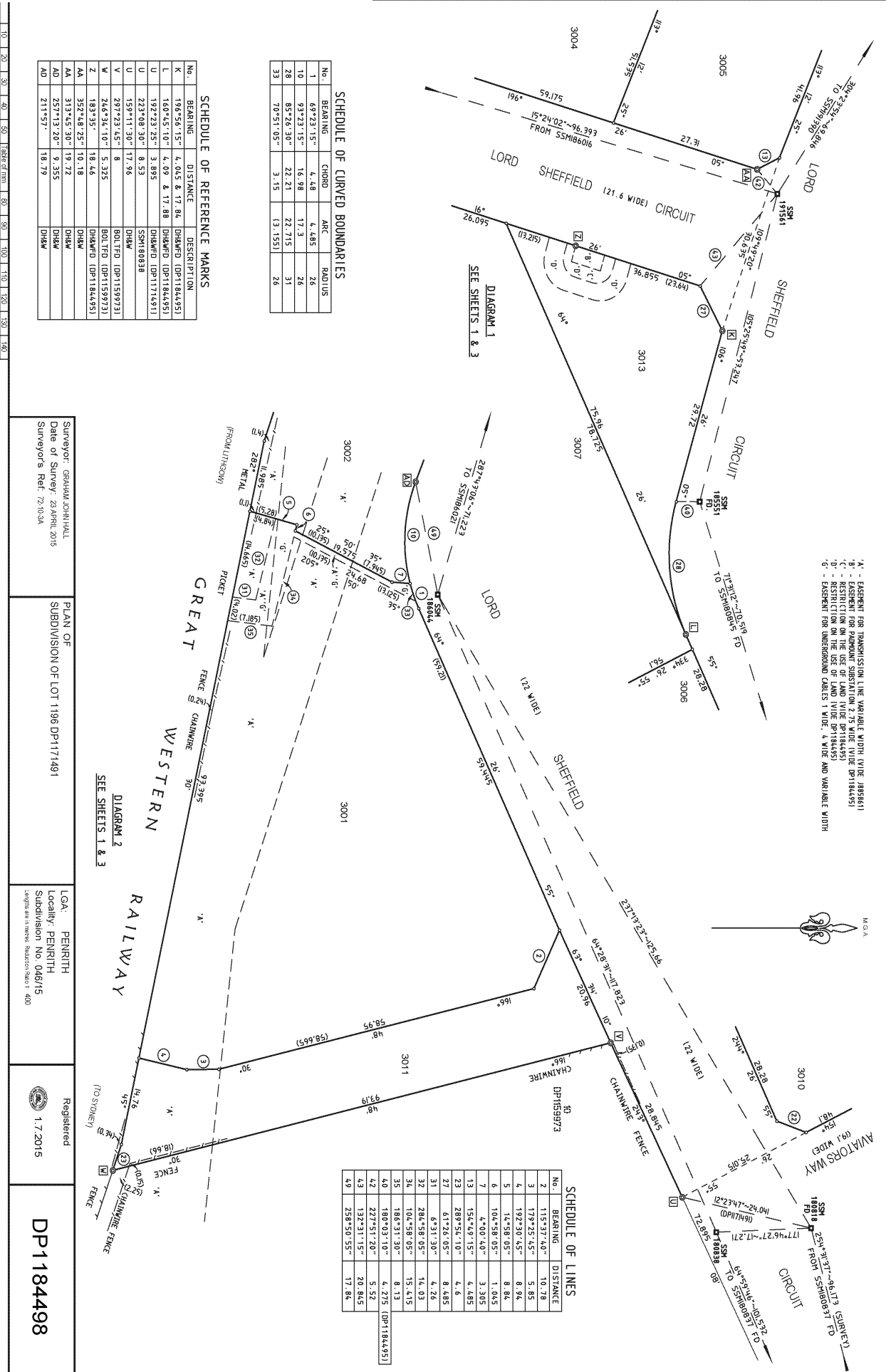
Registered
1/7 2015

DP1184498

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet 2 of 3 sheet(s)



PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 3 (sheet)

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	357°39'35"	4.215 & 18.79	DRAWN (DP11171492)
B	349°56'35"	4.19 & 18.6	DRAWN (DP11171491)
C	316°28'40"	4.205 & 18.835	DRAWN (DP11171492)
D	294°04'30"	24.77	SSM180845FD (DP11171491)
E	303°02'05"	6.31	DRAWN (DP11171491)
F	326°22'10"	7	DRAWN (DP11171492)
G	267°18'55"	4.125	DRAWN (DP11171491)
H	67°19'35"	11.59	DRAWN (DP11171491)
I	84°40'35"	17.64	DRAWN (DP11171491)
J	156°28'50"	4.61 & 22.715	DRAWN (DP11171491)
K	196°56'15"	4.045 & 17.88	DRAWN (DP11171491)
L	160°45'10"	4.09 & 17.88	DRAWN (DP11171491)
M	191°57'	5.03 & 22.53	DRAWN (DP11171491)
N	46°25'50"	5.995 & 15.745	DRAWN (DP11171491)
O	134°05'05"	4.315 & 19.07	DRAWN (DP11171491)
P	120°26'20"	4.835 & 21.5	DRAWN (DP11171491)
Q	170°22'	2.165	DRAWN (DP11171491)
R	170°22'	20.195	SSM180844FD (DP11171491)
S	22°21'45"	5.07	GLPFD (DP1159973)
T	70°09'	5.75 & 15.05	DRAWN (DP11171491)
U	192°23'25"	3.895	DRAWN (DP11171491)
V	223°08'30"	8.53	SSM180838
W	297°23'45"	8	DRAWN (DP1159973)
X	266°34'10"	5.325	BOITFD (DP1159973)
Y	205°34'35"	11.93	DRAWN (DP11171491)
AB	280°20'25"	7.635	DRAWN (DP11171491)
AC	274°54'25"	19.095	DRAWN
AD	188°31'45"	4.245	DRAWN
AE	190°03'40"	18.435	DRAWN
AF	257°13'20"	9.355	DRAWN
AG	21°57'	18.79	DRAWN
AJ	103°27'40"	27.185	DRAWN

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
28	89°26'30"	22.21	22.715	31
37	265°26'30"	6.45	6.595	9

SCHEDULE OF LINES

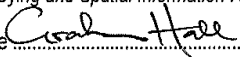
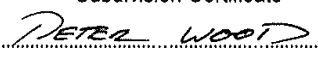
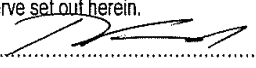
No.	BEARING	DISTANCE
11	287°07'35"	5.7
12	68°12'25"	4.245
13	100°26'55"	5.655
23	280°54'10"	4.6
24	290°28'	0.985
25	20°29'30"	7.485
26	280°29'30"	1.74
29	280°26'55"	5.655
30	19°26'55"	2.765
36	64°26'55"	5.655
38	48°16'05"	10.2
39	180°03'10"	6.495 (DP11171492)
40	180°03'10"	4.275 (DP11171491)
41	149°55'50"	26.08
44	122°49'30"	18.72
45	30°47'10"	11.65
46	330°27'30"	8.155
47	26°42'35"	18.005
48	336°29'50"	17.875
49	77°53'15"	19.21

SURVEYING & SPATIAL INFORMATION REGULATION 2012, CLAUSES 35(1)(b) & 61(2)					
M. G. A. COMBOD VALLIES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM180818	286 853.955	6 263 264.077	56 C	C	SCANS
SSM180819	286 854.055	6 263 264.077	56 C	C	SCANS
SSM180820	286 854.155	6 263 264.077	56 C	C	SCANS
SSM180821	286 854.255	6 263 264.077	56 C	C	SCANS
SSM180822	286 854.355	6 263 264.077	56 C	C	SCANS
SSM180823	286 854.455	6 263 264.077	56 C	C	SCANS
SSM180824	286 854.555	6 263 302.100	56 C	C	SCANS
SSM180825	286 854.655	6 263 302.100	56 C	C	SCANS
SSM180826	286 854.755	6 263 292.0	56 U	U	TRANSFERS
SSM180827	286 854.855	6 263 292.0	56 U	U	TRANSFERS
SSM180828	286 854.955	6 263 292.0	56 U	U	TRANSFERS
SSM180829	286 855.055	6 263 292.0	56 U	U	TRANSFERS
SSM180830	286 855.155	6 263 196.1	56 U	U	TRANSFERS
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SSM180833	286 855.455	6 263 196.1	56 U	U	TRANSFERS
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SSM180836	286 855.755	6 263 196.1	56 U	U	TRANSFERS
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SSM180840	286 856.155	6 263 196.1	56 U	U	TRANSFERS
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SSM180842	286 856.355	6 263 196.1	56 U	U	TRANSFERS
SSM180843	286 856.455	6 263 196.1	56 U	U	TRANSFERS
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SSM180890	286 861.155	6 263 196.1	56 U	U	TRANSFERS
SSM180891	286 861.255	6 263 196.1	56 U	U	TRANSFERS
SSM180892	286 861.355	6 263 196.1	56 U	U	TRANSFERS
SSM180893	286 861.455	6 263 196.1	56 U	U	TRANSFERS
SSM180894	286 861.555	6 263 196.1	56 U	U	TRANSFERS
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SSM180922	286 864.355	6 263 196.1	56 U	U	TRANSFERS
SSM180923	286 864.455	6 263 196.1	56 U	U	TRANSFERS
SSM180924	286 864.555	6 263 196.1	56 U	U	TRANSFERS
SSM180925	286 864.655	6 263 196.1	56 U	U	TRANSFERS
SSM180926	286 864.755	6 263 196.1	56 U	U	TRANSFERS
SSM180927	286 864.855	6 263 196.1	56 U	U	TRANSFERS
SSM180928	286 864.955	6 263 196.1	56 U	U	TRANSFERS
SSM180929	286 865.055	6 263 196.1	56 U	U	TRANSFERS
SSM180930	286 865.155	6 263 196.1	56 U	U	TRANSFERS
SSM180931	286 865.255	6 263 196.1	56 U	U	TRANSFERS
SSM180932	286 865.355	6 263 196.1	56 U	U	TRANSFERS
SSM180933	286 865.455	6 263 196.1	56 U	U	TRANSFERS
SSM180934	286 865.555	6 263 196.1	56 U	U	TRANSFERS
SSM180935	286 865.655	6 263 196.1	56 U	U	TRANSFERS
SSM180936	286 865.755	6 263 196.1	56 U	U	TRANSFERS
SSM180937	286 865.855	6 263 196.1	56 U	U	TRANSFERS
SSM180938	286 865.955	6 263 196.1	56 U	U	TRANSFERS
SSM180939	286 866.055	6 263 196.1	56 U	U	TRANSFERS
SSM180940	286 866.155	6 263 196.1	56 U	U	TRANSFERS
SSM180941	286 866.255	6 263 196.1	56 U	U	TRANSFERS
SSM180942	286 866.355	6 263 196.1	56 U	U	TRANSFERS
SSM180943	286 866.455	6 263 196.1	56 U	U	TRANSFERS
SSM180944	286 866.555	6 263 196.1	56 U	U	TRANSFERS
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SSM180946	286 866.755	6 263 196.1	56 U	U	TRANSFERS
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SSM180985	286 870.655	6 263 196.1	56 U	U	TRANSFERS
SSM180986	286 870.755	6 263 196.1	56 U	U	TRANSFERS
SSM180987	286 870.855	6 263 196.1	56 U	U	TRANSFERS
SSM180988	286 870.955	6 263 196.1	56 U	U	TRANSFERS
SSM180989	286 871.055	6 263 196.1	56 U	U	TRANSFERS
SSM180990	286 871.155	6 263 196.1	56 U		

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection


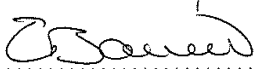
ePlan

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

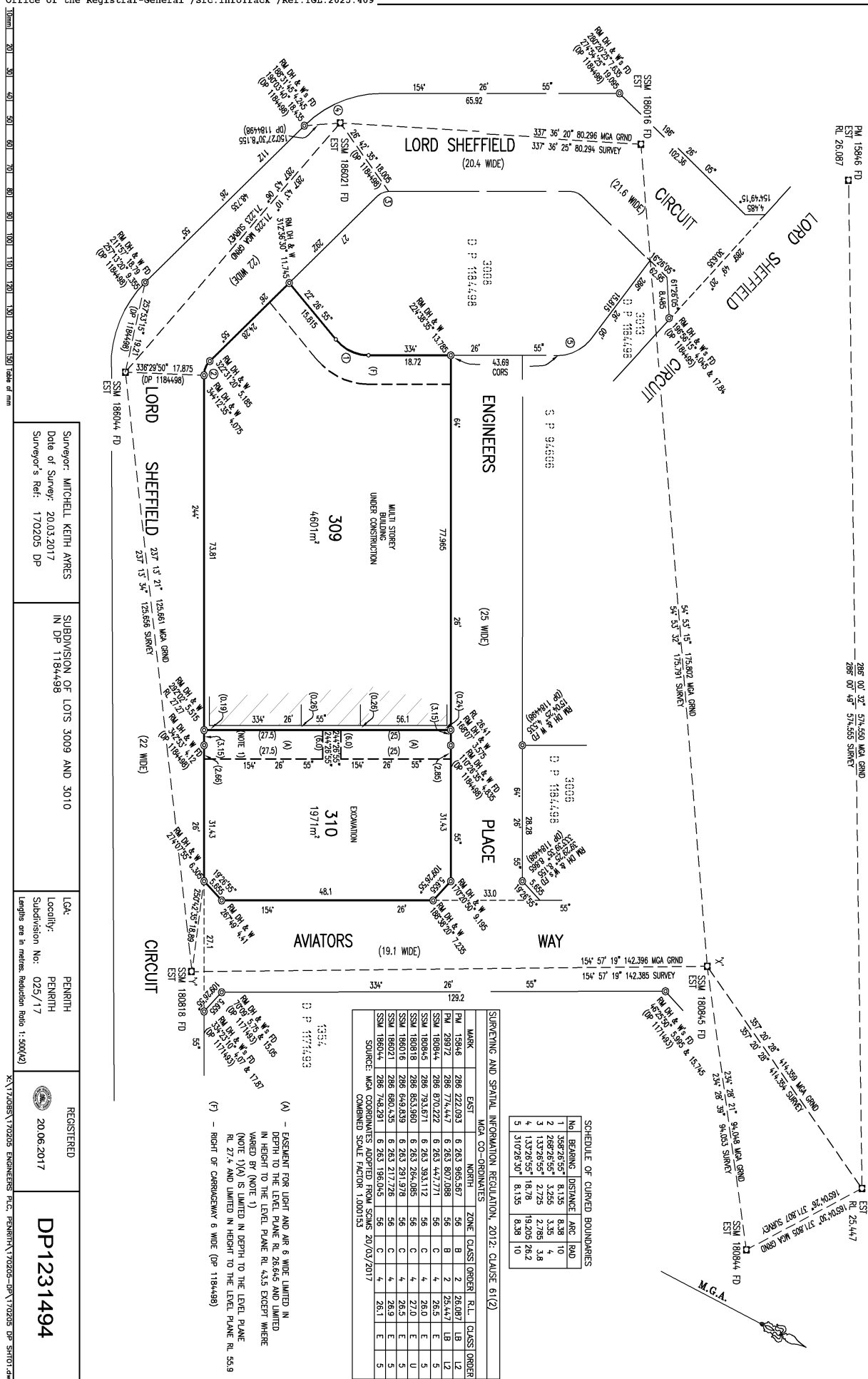
PLAN FORM 6A (2012)


WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)
<p>Registered:  1.7.2015</p> <p>PLAN OF SUBDIVISION OF LOT 1196 DP1171491</p> <p>Subdivision Certificate number: <u>046/15</u></p> <p>Date of Endorsement: <u>10/6/15</u></p>	<p style="text-align: center; font-size: 24pt; font-weight: bold;">DP1184498</p> <p style="font-size: 10pt;">Office Use Only</p> <p style="font-size: 10pt;">Office Use Only</p> <p style="font-size: 10pt;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>IT IS INTENDED TO DEDICATE TO THE PUBLIC</p> <p>1. THE EXTENSION OF LORD SHEFFIELD CIRCUIT</p> <p>2. ROAD 25 WIDE ENGINEERS PLACE</p> <p>AS PUBLIC ROAD.</p> </div> <div style="width: 48%;"> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED</p> <p>TO CREATE:-</p> <ol style="list-style-type: none"> 1. RIGHT OF CARRIAGE WAY 6 WIDE 2. EASEMENT FOR UNDERGROUND CABLES 1 WIDE, 4 WIDE AND VARIABLE WIDTH <p>TO RELEASE:-</p> <ol style="list-style-type: none"> 1. EASEMENT FOR ELECTRICITY PURPOSES 9 WIDE & VARIABLE WIDTH (VIDE DP1171491) 2. RIGHT OF CARRIAGE WAY 21.6 WIDE AND VARIABLE (VIDE DP1184495) </div> </div> <div style="margin-top: 20px; text-align: right;"> <p>SIGNED BY: <u>ELIZABETH BIRD</u></p> <p>AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION</p> <div style="text-align: center; margin-top: 20px;">  <p>.....</p> <p>SIGNATURE</p> </div> </div>		
<p><u>SURVEYING AND SPATIAL REGULATION 2012 CLAUSE 60(C)</u></p> <p>STREET ADDRESS INFORMATION IS UNAVAILABLE AT DATE OF SURVEY</p> <p style="font-size: 10pt;">If space is insufficient use additional annexure sheet</p>		
<p>Surveyor's Reference: 72-10-3A</p>		


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



DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p>Office Use Only</p> <p>Registered:  20.06.2017</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>DP1231494</p>	
<p>SUBDIVISION OF LOTS 3009 AND 3010 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>Surveying 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 Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on: <u>20.03.2017</u></p> <p>* (b) The part of the land shown in the plan (being/excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p> <p>* (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature: <u>M. Ayres</u> Dated: <u>30/3/2017</u></p> <p>Surveyor ID: <u>8674</u></p> <p>Datum Line: <u>'X' - 'Y'</u></p> <p>Type: <u>*Urban/*Rural</u></p> <p>The terrain is <u>*Level-Undulating /*Steep-Mountainous</u></p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p>Subdivision Certificate <u>SC17/0022</u></p> <p>I, <u>Gavin Cherry</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>G. Cherry</u></p> <p>Accreditation no:</p> <p>Consent/Authority: <u>PENRITH CITY COUNCIL</u></p> <p>Date of Endorsement: <u>11/5/17</u></p> <p>Subdivision Certificate no: <u>025/17</u></p> <p>File no: <u>DA15/0418</u></p> <p>*Strike through if inapplicable</p>	<p>Plans used in the preparation of survey/compilation</p> <p>DP 1184498</p> <p>DP 1171493</p> <p>If space is insufficient continue on PLAN FORM 6A</p>	
<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	
<p>SURVEYORS REFERENCE: 170205 DP</p>		

DEPOSITED PLAN ADMINISTRATION SHEET

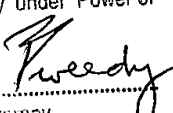
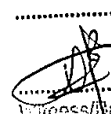
Sheet 2 of 3 sheet(s)

Office Use Only		Office Use Only	
Registered:  20.06.2017	DP1231494		
SUBDIVISION OF LOTS 3009 AND 3010 IN DP 1184498			
Subdivision Certificate No: 025/17		<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: 11/5/17			

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

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

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

Mortgagee under Mortgage No. **AK 68064**
Signed at Sydney this **5th** day of
June 20**17** for National
Australia Bank Limited ABN 12 004 044 937
by **RACHEL TWEEDY**
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512
2 
Level Attorney
 **XIAOJING SHEN**
Witness/Bank Officer

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 170205 DP

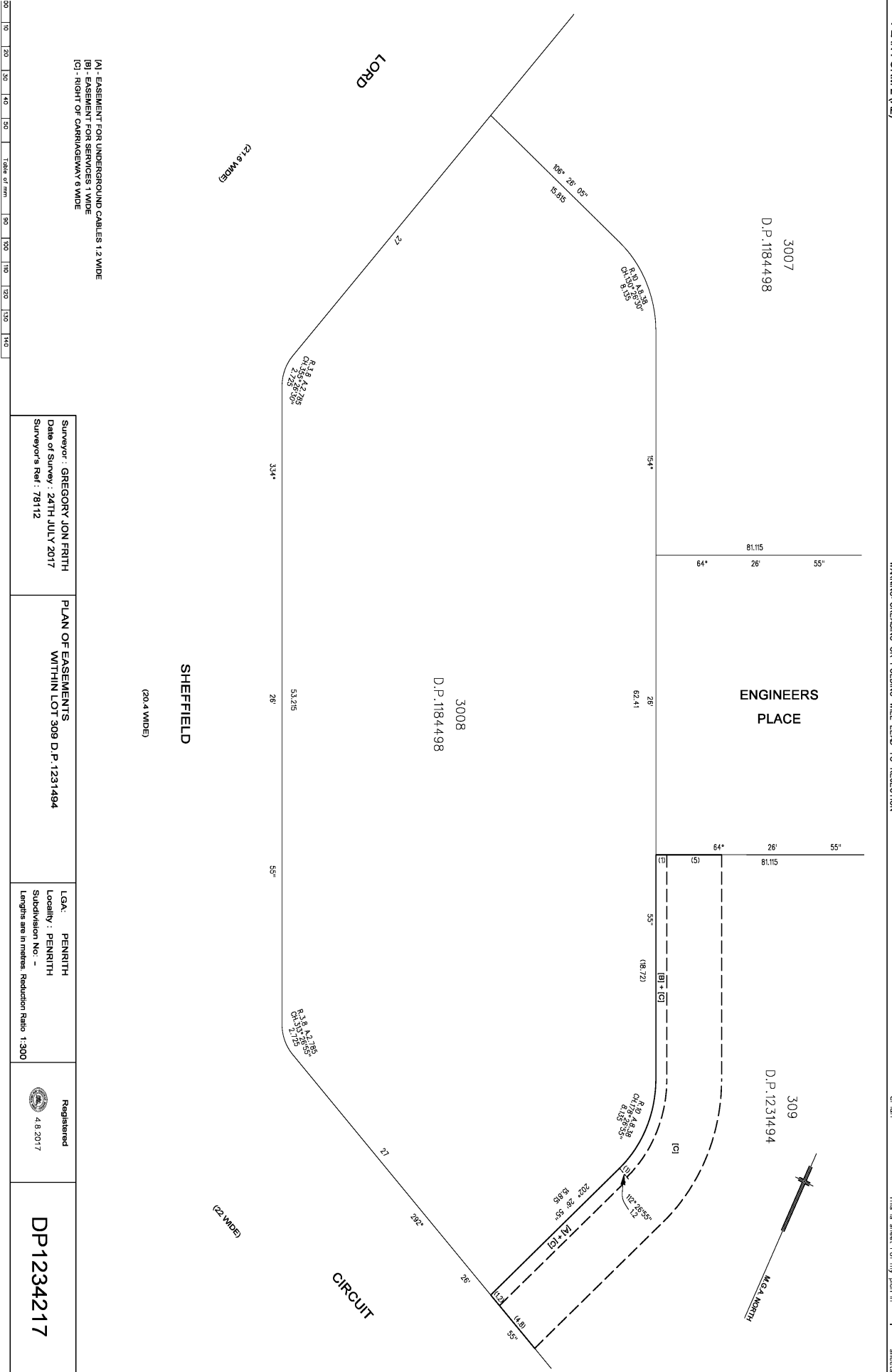
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div> <p>Registered: 20.06.2017</p> <p>SUBDIVISION OF LOTS 3009 AND 3010 IN DP 1184498</p> <p>Subdivision Certificate No: 025/17</p> <p>Date of Endorsement: 11/5/17</p> </div> <div style="text-align: right; font-size: small;">Office Use Only</div> </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 20px;">DP1231494</div> <div style="font-size: x-small;"> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div> <div style="font-size: small; text-align: right;">Office Use Only</div>	
<div style="margin-bottom: 20px;"> <div style="text-align: center;"> <p>Deborah Landes Director Thornton North Penrith No.2 Pty Ltd ACN 606 524 707</p> </div> </div> <div style="margin-bottom: 20px;"> <div style="text-align: center;"> <p>Timothy Casey Director Thornton North Penrith No.2 Pty Ltd ACN 606 524 707</p> </div> </div> <div style="margin-bottom: 20px;"> <div style="text-align: center;"> <p>Deborah Landes Director Thornton North Penrith No.3 Pty Ltd ACN 609 023 154</p> </div> </div> <div> <div style="text-align: center;"> <p>Timothy Casey Director Thornton North Penrith No.3 Pty Ltd ACN 609 023 154</p> </div> </div>		
If space is insufficient use additional annexure sheet		
SURVEYORS REFERENCE: 170205 DP		

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

This is sheet 1 of my plan in 1 sheets



PLAN FORM 6 (2012)

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: 4.8.2017</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENTS</p> </div> <div style="text-align: right;">Office Use Only</div> </div>	<div style="font-size: 2em; font-weight: bold;">DP1234217</div>	
<p>PLAN OF EASEMENTS WITHIN LOT 309 D.P.1231494</p>	<p>LGA: PENRITH</p> <p>Locality: PENRITH</p> <p>Parish: CASTLEREAGH</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <u>GREGORY JON FRITH</u> of <u>RYGATE & COMPANY PTY. LIMITED, SYDNEY</u> a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ^) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with the Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature: Date: <u>24/7/2017</u></p> <p>Surveyor ID: <u>1066</u></p> <p>Datum Line: <u>"X" - "Y"</u></p> <p>Type: *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 style="text-align: center;">Subdivision Certificate</p> <p>I, * Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>* Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in preparation of survey/compilation D.P.1184498 D.P.1231494</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyors Reference: 78112</p>	


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

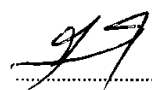
<p style="text-align: right;">Office Use Only</p> <p>Registered:  4.8.2017</p> <p>PLAN OF EASEMENTS WITHIN LOT 309 D.P.1231494</p> <p>Subdivision Certificate number :</p> <p>Date of Endorsement :</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1234217</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.
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SCHEDULE OF LOTS AND ADDRESSES				
Lot	Street number	Street Name	Street Type	Locality
3008	N/A			
309	N/A			

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

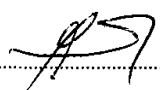
1. EASEMENT FOR UNDERGROUND CABLES 1.2 WIDE [A]
2. EASEMENT FOR SERVICES 1 WIDE [B]
3. RIGHT OF CARRIAGEWAY 6 WIDE [C]

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

SIGNATURE 
PRINT NAME TIMOTHY GAVIN CASEY
(DIRECTOR)

SIGNATURE 
PRINT NAME DEBORAH ESTHER LANDES
(DIRECTOR/SECRETARY)

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

SIGNATURE 
TIMOTHY GAVIN CASEY
(SOLE DIRECTOR/SECRETARY)

If space is insufficient use additional annexure sheet

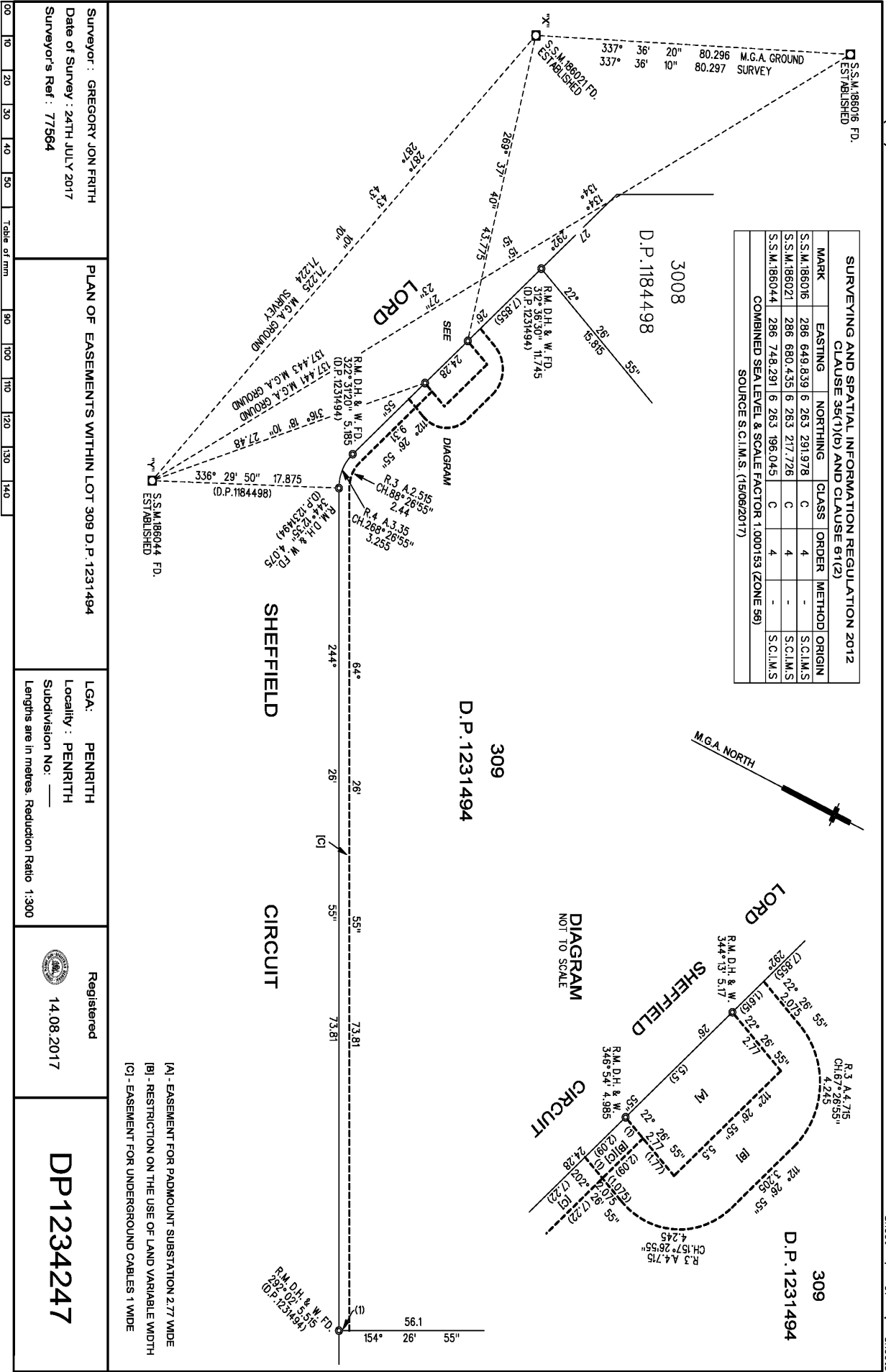
Surveyors Reference: 78112

PLAN FORM 1 (A3)

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ePlan Sheet 1 of 1 sheets

SURVEYING AND SPATIAL INFORMATION REGULATION 2012 CLAUSE 36(1)(b) AND CLAUSE 61(2)						
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
S.S.M.186016	286 649.839	6 263 291.978	C	4	-	S.C.I.M.S
S.S.M.186021	286 680.435	6 263 217.726	C	4	-	S.C.I.M.S
S.S.M.186044	286 748.291	6 263 196.045	C	4	-	S.C.I.M.S
COMBINED SEA LEVEL & SCALE FACTOR 1.000153 (ZONE 56)						S.C.I.M.S
SOURCE S.C.I.M.S. (15/06/2017)						



PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p>Registered:  14.08.2017</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1234247</h1> <p>Office Use Only</p>	
<p>PLAN OF EASEMENTS WITHIN LOT 309 D.P.1231494</p>	<p>LGA: PENRITH</p> <p>Locality: PENRITH</p> <p>Parish: CASTLEREAGH</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <u>GREGORY JON FRITH</u> of <u>RYGATE & COMPANY PTY. LIMITED, SYDNEY</u> a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on <u>24TH JULY 2017</u></p> <p>*(b) The part of the land shown in the plan (*being/*excluding ^) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with the Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  Date: <u>24/07/2017</u></p> <p>Surveyor ID: <u>1066</u></p> <p>Datum Line: "X" - "Y"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous</p> <p>* Strike through if inapplicable.</p> <p>^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, * Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>* Strike through if inapplicable.</p>	<p>Plans used in preparation of survey/compilation D.P.1231494, D.P.1184498</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>	
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		<p>Surveyors Reference: 77564</p>


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

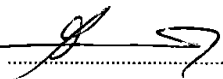
Office Use Only		Office Use Only	
Registered:  14.08.2017	DP1234247		
PLAN OF EASEMENTS WITHIN LOT 309 D.P.1231494			
Subdivision Certificate number :		This sheet is for the provision of the following information as required : • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements 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.	
Date of Endorsement :			

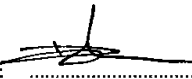
~~| Lot | Street number | Street Name | Street Type | Locality |
|-----|---------------|-------------|-------------|----------|
| 300 | N/A | | | |
| | N/A | | | |~~

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

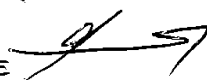
1. EASEMENT FOR PADMOUNT SUBSTATION 2.77 WIDE [A]
2. RESTRICTION ON THE USE OF LAND ~~IN~~ VARIABLE WIDTH [B]
3. EASEMENT FOR UNDERGROUND CABLES 1 WIDE [C]

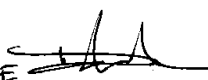
EXECUTED BY -)
 THORNTON NORTH PENRITH NO.2 PTY LIMITED)
 ACN 606 524 707)

SIGNATURE 
 PRINT NAME TIMOTHY GAVIN CASEY
 (DIRECTOR)

SIGNATURE 
 PRINT NAME DEBORAH LANDES
 (DIRECTOR/SECRETARY)

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

SIGNATURE 
 PRINT NAME TIMOTHY GAVIN CASEY
 DIRECTOR

SIGNATURE 
 PRINT NAME DEBORAH LANDES
 DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet

Surveyors Reference: 77564



MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900) Exempt from Stamp Duty

Assistant Commissioner of Stamp Duties

THE COMMONWEALTH OF AUSTRALIA

Fees:—
Lodgment : : :
Endorsement : : :
Certificate : : :
1/6/50
18/1/50

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of Three hundred pounds—
(£300—) (the receipt whereof is hereby acknowledged) paid to it by
THE ELECTRICITY COMMISSION OF NEW SOUTH WALES
15 Castlereagh Street, Sydney

(herein called transferor)

(herein called transferee)

do hereby transfer to the said transferee
ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

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

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

ENCUMBRANCES, &c., REFERRED TO:

NIL

Signed at SYDNEY the third day of November 1938.
for and on behalf of
the Commonwealth of Australia by Special Agent
Solicitor General of the Commonwealth
who is personally known to me

Signed
Acting for Secretary,
Attorney-General's Department.

Accepted for and on behalf of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES by me
JAMES FORBES Administrative Officer pursuant to a resolution dated 21st May, 1953 and I hereby certify this Transfer to be correct for the purposes of the Real Property Act and I further certify that the said resolution has not been revoked or varied in any way.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act
IAN MACDONALD HAVIS, Commercial Manager and Secretary.

Administrative Officer Transferee(s).

THIS SPACE TO BE LEFT FREE FROM NOTATION

(Trusts must not be disclosed in the transfer.)
Typing or handwriting in an instrument should not be in any margin. Handwriting should be clear and legible and on permanent black non-copying paper.

If a less estate, strike out "in fee simple" and interline the required alteration.

Full postal address of transferee must be shown.

If to two or more, state whether "as joint tenants" or "as tenants in common."

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or certificates) registered Vol. of the local council is, subject to a subdivision in accordance with the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary, or suitably adjust

(a) if any covenants are to be created or any exceptions to be made,
(b) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1933.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who should question the witness and sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

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

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

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

J. 38042

LODGED BY

Electricity Comr.

No. **II-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 the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

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

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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		DOCUMENTS LODGED HEREWITH.	
X		Reserving certain rights.		To be filed in by person lodging dealing.	
Checked by JDM		Particulars entered in Register Book.		Received Docs. Nos.	
Passed (in S.D.B.) by		Volume 6630 Folio 94		Receiving Clerk.	
Signed by		the 17 th day of August 1962			
		10 minutes past 2 o'clock in the afternoon.			
		Registrar-General.			

PROGRESS RECORD.

	Initial	Date
Sent to Survey Branch		
Received from Records		
Draft written ...	7	8/7/62
Draft examined	3-7	
Diagram prepared	3/8/62	
Diagram examined	13/8/62	
Draft forwarded	10/8/62	
Supt. of Engrossers		
Cancellation Clerk	5/9/62	
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 Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor of Chelsea.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof; (b) £1-15-0 otherwise. This fee includes endorsement of the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer; (b) 2/- for each new Certificate of Title issued; (c) 10/- where the Transfer contains covenant purporting to affect the user of any land; (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement; (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer; (f) 2/- for each additional folio where the Certificate exceeds fifteen folios; (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.
Tenants in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue for that part and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

E3450A

24

November

Woman of Bermuda.
Surveyor registered under the Surveyor

Surveyor registered under the Surveyors Act, 1925

1 Norman Keppel Bennett, of 28 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 and relevant physical objects on or adjacent to the boundaries are correctly represented [c] that all physical objects indicated actually exist in the positions shown; [d] that the whole of the material facts in relation to the land are correctly represented; [e] that the survey measured in this plan has been made in accordance with the Survey Practice Regulations 1933, by me, was completed on 2nd August 1951, and the reference Mark has been placed as shown hereon, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

Subscribed

Subscribed and declared before me at
Sydney this 10th day of September 1951

Sydney this 18th day of September 1951

Chadwick

Asimuth taken from line A-B.

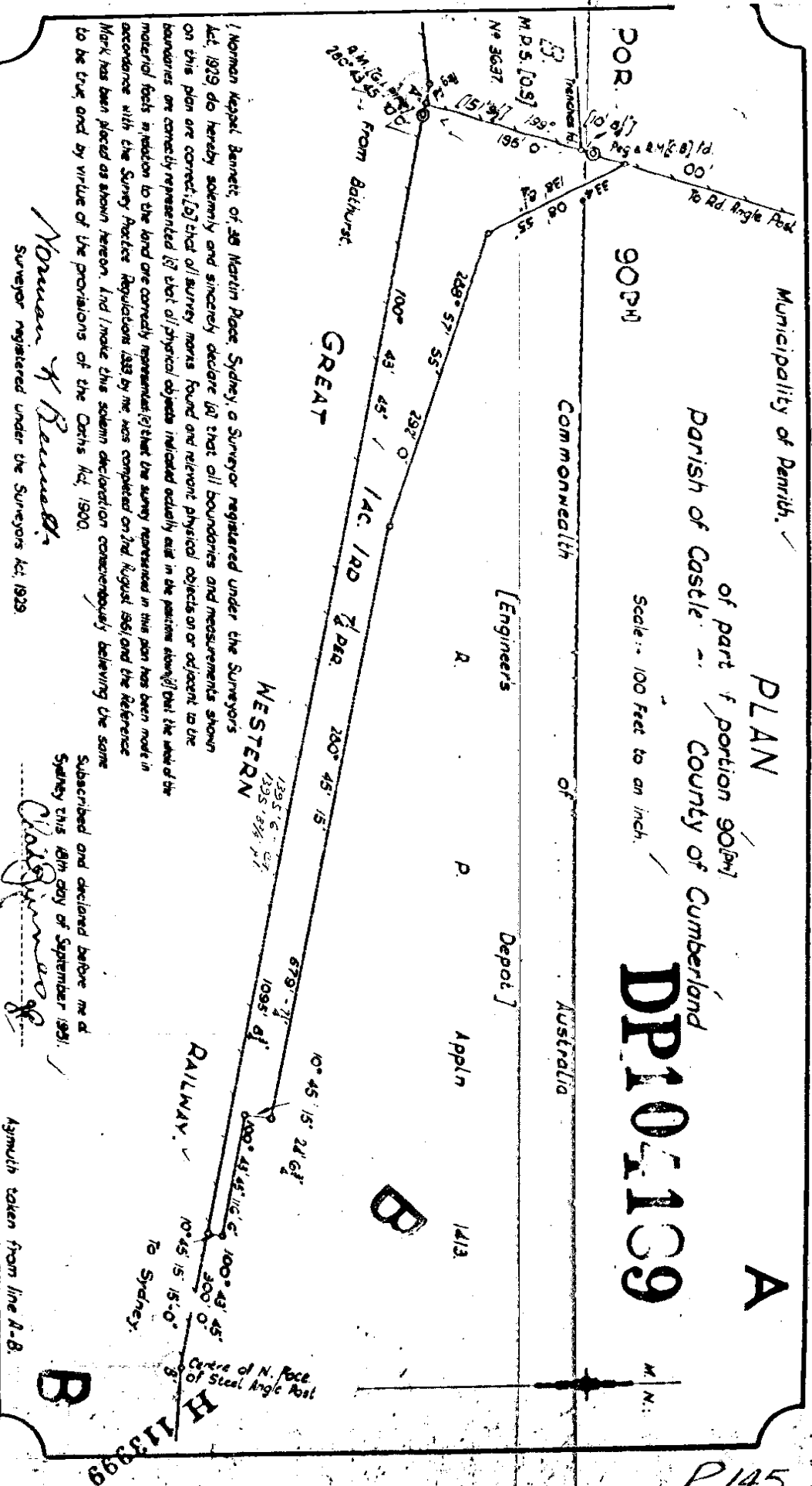
Commercial Manager and Secretary,
The Electricity Commission, Penarth,
of New South Wales.

POWER STATION
BOUNDARIES
ACQUISITION
COMMONWEALTH.

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
DENVER, COLORADO 80202
REC. NO. 5288

D. 45

1557K2

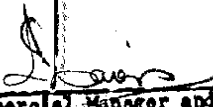


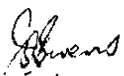
J 38042

H-113399

X
and incidental to the construction and working thereof and for the purposes aforesaid or any of them and as often as may be necessary to bring and place upon the servient tenement and to remove therefrom all goods materials machinery tools implements appliances and articles and to do and perform all other such incidental acts and things as may be reasonably necessary or required 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

R 3A



'76 AUG 10 PM



MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

A	E
\$ 18	

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

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

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

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

(b) If a less estate strikes out in fee simple and add appropriate estates.

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

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

(c)
1. Reservations and conditions, if any, contained in the Crown Grant.
2. Easement for Transmission Line created by Notice of Resumption No. H467378.
3. Mortgage Registered No. H575693 to Custom Credit Corporation Limited.

In consideration of One thousand five hundred dollars

(\$ 1,500.00)

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

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

THE COMMONWEALTH OF AUSTRALIA

and ~~grants~~
hereby transfers to

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

(e)
THE COMMONWEALTH OF AUSTRALIA
(With Consent of the Attorney General)
hereinafter referred to as the TRANSFEE

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

in the land described in the following schedule

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

Reference to title		Whole or Part	Description of land if part only ^(f)	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. 237889-583998	CUMBERLAND	CASTLEREACH

K 1105

BT 437-3

RULE UP ALL BLANKS

An easement to drain water through ALL THAT piece or parcel of land shown in Depcited Plan No. ~~237009~~ ⁶⁸³⁹⁹⁸ as "Site of Proposed Easement for Stormwater Drainage 10m Wide and Variable Area 1006m²"

(a) Here insert any easements, restrictive covenants or exceptions intended to be included. Easements and restrictive covenants must comply with section 93B of the Conveyancing Act 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 12 inches and other margins of not less than 4 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

AND IT IS HEREBY AGREED AND DECLARED

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

AND IT IS HEREBY FURTHER AGREED AND DECLARED that the land to which the benefit of this easement is appurtenant is the land comprised in Certificates of Title Volume 10140 Folio 229, Volume 11040 Folio 33, Volume 11470 Folio 73 and Volume 9514 Folio 19.

48

Dated at

Jagoona

this

24th



1976

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

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

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

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

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

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

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

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

THE COMMON SEAL of M.J. DAVIS INDUSTRIAL

Signature of witness

PTY. LTD. was affixed hereto by authority

Name of witness (BLOCK LETTERS)

of the Board of Directors and in the

Qualification of witness

in presence of:-

[Signature]
Secretary

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

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

COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant

Signature of witness

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

Name of witness (BLOCK LETTERS)

Address of witness

An Officer of the Attorney General's Department.

[Signature]
Transferee

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

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

who is personally known to me

[Signature]

Justice of the Peace

CUSTOM CREDIT CORPORATION LIMITED

BY ITS ATTORNEY

[Signature]

ASSISTANT BRANCH MANAGER - EDGECLIFF

INDEX 1972

P 850417 W

\$18-6

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>	
		Address: <i>119 Phillip Street, Sydney.</i>	
		Phone No.: <i>Ext. SP 28290/56</i>	
		Documents lodged herewith	
		1 <i>4 Ct</i>	
		2 <i>CO 11261-220 PROD</i>	
		3 <i>cert of corp of frame</i>	
		4	
		5	
Checked <i>[initials]</i>	REGISTERED	Received Documents <i>1-3</i>	Receiving Clerk <i>[initials]</i>
Passed <i>[initials]</i>	<i>7-2-1977</i>		
Signed <i>[initials]</i>	<i>[Signature]</i> Registrar General		
		AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾	
		Authority is hereby given for the use of _____	
		(insert reference to certificates, grants or dealings) lodged	
		in connection with _____ for the	
		(insert number of plan or dealing) registration of this dealing and for delivery to _____	
		(BLOCK LETTERS)	
		Signature _____	
		Name (BLOCK LETTERS) _____	
		MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY	
		(To be signed at the time of executing the within dealing)	
		The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. <i>154771</i>	
		Miscellaneous Register under the authority of which he has just executed the within dealing.	
		Signed at <i>EDGECLIFF</i>	
		the <i>24th</i> day of <i>June</i> 19 <i>76</i> .	
		<i>[Signature]</i> Signature of attorney	
		<i>[Signature]</i> Signature of witness	
		CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS^(m)	
		I certify that _____	
		the attesting witness to this dealing, appeared before me at _____	
		the day of _____ 19 _____	
		and declared that he personally knew _____	
		the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____	
		is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.	
		Signature _____	
		Name (BLOCK LETTERS) _____	
		Qualification _____	

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

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

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

EXTRA FEES PAYABLE
Change of Name
[initials]

M.P.D.

KZ/ESD

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

Lengths are in Metres

Sheet 1 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196
 DP1171491 covered by Council's
 Subdivision Certificate No. *CC046/15 10/6/15*

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

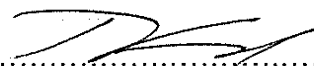
Part 1

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

Part 1A (Release)

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

APPROVED BY PENRITH CITY COUNCIL



Authorised Officer

Lengths are in Metres

Sheet 2 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196
DP1171491 covered by Council's
Subdivision Certificate No. CC046/15 10/6/15

Part 2

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

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

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

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

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

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

APPROVED BY PENRITH CITY COUNCIL



Authorised Officer

Lengths are in Metres

Sheet 3 of 5 Sheets

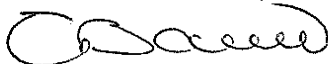
DP1184498


Plan of Subdivision of Lot 1196
DP1171491 covered by Council's
Subdivision Certificate No. *CC046/15* *10/6/15*

Part 2 (cont)

SIGNED by : *ELIZABETH BAIRD*

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


.....
Landcom
by its Delegate



.....
Signature of WITNESS

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

5/4 ORANGE GROVE,
CASTLE HILL NSW 2154
.....
Address of Witness

12 JUNE 2015
.....
Date of execution

APPROVED BY PENRITH CITY COUNCIL


.....
Authorised Officer

Lengths are in Metres

Sheet 4 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196
DP1171491 covered by Council's
Subdivision Certificate No. CC046/15 10/6/15

Part 2 (cont)

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


.....
Signature of WITNESS

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

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148


.....
Signature of Attorney

Helen Smith
.....
Name of Attorney

Manager Property & Fleet
.....
Position

Date of Execution: 27 MAY 2015

Reference: UCS0432

APPROVED BY PENRITH CITY COUNCIL
Authorised Officer

Lengths are in Metres

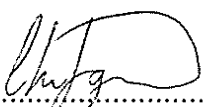
Sheet 5 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196
DP1171491 covered by Council's
Subdivision Certificate No. *cc 046/15* 10/6/15

Part 2 (cont)

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


.....
Signature of Witness

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

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

Bruce Bennett
.....
Signature of Authorised Person

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

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



APPROVED BY PENRITH CITY COUNCIL
Authorised Officer

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

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

Plan: DP1231494

Plan of Subdivision of
Lots 3009 and 3010 DP 1184498

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

PART 1 - CREATION

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

PART 2 - TERMS

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

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

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

1 of 3


Penrith City Council - authorise signatory

Signed pursuant to S377 of the
Local Government Act 1993



DP1231494


EXECUTION

CC025/17
11/5/17

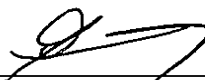
Dated the _____ day of _____

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

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




Director/Secretary
Print Name:
DEBORAH ESTHER LANDES



Director
Print Name:
TIMOTHY GAVIN CASEY

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

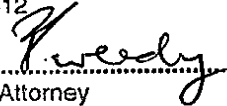



Director/Secretary
Print Name:
DEBORAH ESTHER LANDES



Director
Print Name:
TIMOTHY GAVIN CASEY

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

2 

Level Attorney
 XIAOTING SHEN

Witness/Bank Officer

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



Penrith City Council - authorise signatory

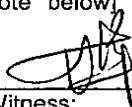



DP1231494

Executed by Mortgagee


CC025/17
01/5/17


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

Witness: 
Full Name: **XIAOJING SHEN**
Address: **LEVEL 22, 265 GEORGE STREET, SYDNEY**


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


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


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


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

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

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


Penrith City Council - authorise signatory

3 of 3



20.06.2017



REGISTERED

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

Lengths are in metres

(Sheet 1 of 6 sheets)

PLAN : DP1234217

Plan of Easements within
Lot 309 D.P.1231494

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

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

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

PART 1 (Creation)

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



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

Lengths are in metres

(Sheet 2 of 6 sheets)

PLAN : DP1234217

Plan of Easements within
Lot 309 D.P.1231494

PART 2 (Terms)

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

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

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

Epsilon Distribution Ministerial Holding Corporation

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

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

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

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

Lengths are in metres

(Sheet 3 of 6 sheets)

PLAN : DP1234217

Plan of Easements within
Lot 309 D.P.1231494

(e) make good any collateral damage.

4. For the purposes of this easement,

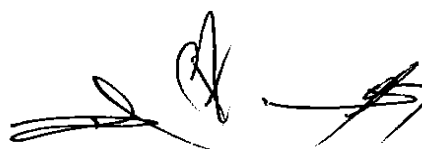
(a) "domestic services" includes supply of water, gas, electricity, telephone and television and discharge of sewage, sullage and other fluid wastes.

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

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

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

Epsilon Distribution Ministerial Holding Corporation

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

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

Lengths are in metres

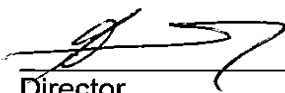
(Sheet 4 of 6 sheets)

PLAN : DP1234217

Plan of Easements within
Lot 309 D.P.1231494

EXECUTED BY-

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


Director


Director/Secretary

TIMOTHY GAVIN CASEY
Print Name

DEBORAH ESTHER LANDES
Print Name

EXECUTED BY-

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


Timothy Gavin Casey
Sole Director/Secretary



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

Lengths are in metres

(Sheet 5 of 6 sheets)

PLAN : DP1234217

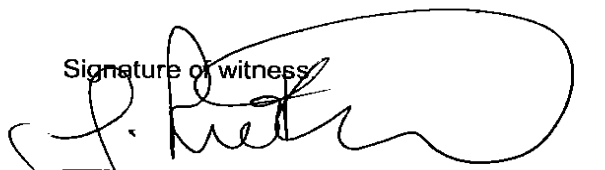
Plan of Easements within
Lot 309 D.P.1231494

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878

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

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

Signature of witness



Name of witness:

GEOFFREY RIETHMULLER

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney: Book 4727 No 524

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

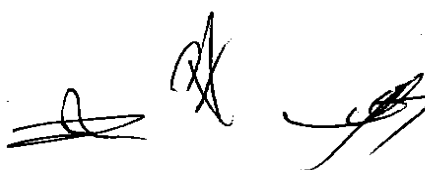
Endeavour Energy reference:

UML7891

Date of signature:

10 July 2017

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



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

Lengths are in metres

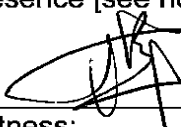
(Sheet 6 of 6 sheets)

PLAN : DP1234217

Plan of Easements within
Lot 309 D.P.1231494

Executed by Mortgagee

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


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

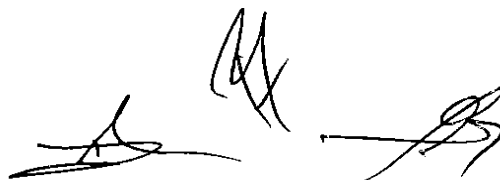

Attorney
Full Name: **RACHEL TWEEDY**
Associate Director
NAB Corporate Property NSW

REGISTERED



4.8.2017

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



ePlan

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

(Sheet 1 of 9 sheets)

Plan: **DP1234247**

EASEMENTS
Plan of Easement and Restriction within
Lot 309 DP 1231494

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

PART 1 - CREATION

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

PART 2 – TERMS

1. Terms of easement for padmount substation ~~2.75~~ ^{2.77} wide (A) In the plan

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

Plan: DP1234247

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



Plan: DP1234247

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

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

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

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

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

Plan: DP1234247

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

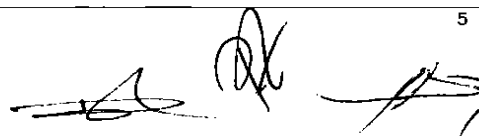
Name of person empowered to release, vary or modify restriction (B) in the plan
Epsilon Distribution Ministerial Holding Corporation

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

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

Plan: DP1234247

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



Plan: DP1234247

EXECUTION

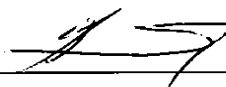
Dated the _____ day of _____ 2017

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

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



Director/Secretary
Print Name: DEBORAH ESTHER LANDES

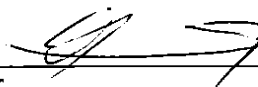


Director
Print Name: TIMOTHY GAVIN CASEY

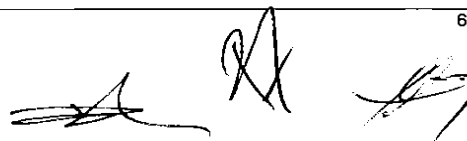
EXECUTED by _____)
THORNTON NORTH PENRITH NO. 3 _____)
PTY LTD ACN 629 023 154 _____)
in accordance with Section 127(1) of the
Corporations Act 2001 (Cth)



Director/Secretary
Print Name: DEBORAH ESTHER LANDES



Director
Print Name: TIMOTHY GAVIN CASEY



Plan: **DP1234247**

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

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

Signature of witness:



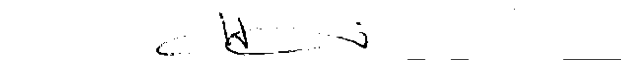
Name of witness:

Monique Allamby

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney: Book 4727 No 524

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

UML7039

Date of signature:

10 July 2017

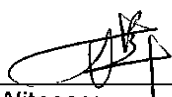
*** S117 of the Real Property Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*
UML7039

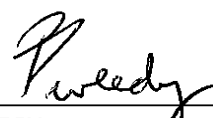


Plan: **DP1234247**

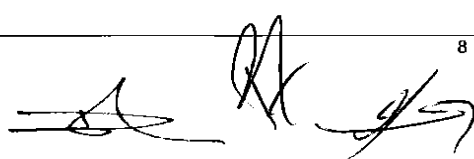
Executed by Mortgagee

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


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


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

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



Plan: DP1234247

REGISTERED



14.08.2017

Form: 15CH
Release: 2-2

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



AQ174297V

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

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

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

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

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

Signature:

Name:

Authority:

Signature:

Name:

Authority:



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

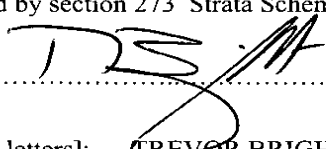
STRATA SCHEME 96192

INDEX OF BY-LAWS

1. Definitions
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4. Non Compliance with By-Laws
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8. Security Devices & Access
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10. Storage Space
11. Storage of Liquids & Materials
12. Window & Floor Coverings
13. Cleaning Windows & Doors
14. Air-Conditioning
15. Balconies, Courtyards & Lot Gardens
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18. Damage to Common Property
19. Alterations and Works
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21. Displaying a Sign or Advertisement
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24. Sale or Leasing of Lots
25. Common Property
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31. Garbage Disposal
32. Notices
33. Restricting Access
34. Building Services
35. Control on Hours of Operation and Use of Facilities
36. Telecommunication Services
37. Gas Service

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

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

Signature(s): 

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

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



1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Council is Penrith City Council and its successor.

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

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

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

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

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

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

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

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

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

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

Lot is a lot in the Strata Scheme.

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

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

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

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

Owners Corporation is the Owners Corporation of the Strata Scheme.

Permitted Vehicle means:

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

TB

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

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

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

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

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

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

Strata Committee means the strata Committee of the Owners Corporation.

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

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

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

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

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

Works Insurance means:

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

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

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

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

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

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

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

2. INTERPRETATION

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

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

3. THE BY-LAWS AND COMPLIANCE

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

4. NON COMPLIANCE WITH BY-LAWS

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

5. BEHAVIOUR WITHIN THE STRATA SCHEME

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

DB

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

6. BEHAVIOUR OF INVITEES

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

7. PERMITTED USAGE

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

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

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

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

8. SECURITY DEVICES & ACCESS

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

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

8.2 **(Security Devices)**

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

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

9. PARKING, LOADING & TRAFFIC CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and the Owner or Occupier must

- (e) comply with those conditions when transporting large items over or through Common Property; and
 - (f) pay the cost of any approvals or costs associated with deliveries including the use of ropes and/or other devices.
- 9.7 **(Loading Bay)** An Owner or Occupier may use the Loading Bay for the purpose of loading and unloading only.
- 9.8 **(Compliance)** In respect to the exercise of an Owner or Occupier's rights under this By-Law the Owner or Occupier must:
- (a) repair any damage that is caused to Common Property;
 - (b) immediately clean any mark or spillage caused;
 - (c) dispose of any boxes or cartons in accordance with these By-Laws; and
 - (d) comply with the reasonable requirements of the Owners Corporation.
- 9.9 **(Bicycle Parking)** Any part of the Common Property designated as a bicycle parking area must only be used for the parking of bicycles. Any bicycle parked in a bicycle parking area is at the bicycle owner's risk, the Owners Corporation takes no responsibility for bicycles parked on the Common Property.
- 9.10 **(Controlling Traffic)** In addition to its powers under the Act, the Owners Corporation has the power to:
- (a) impose a speed limit for traffic in Common Property; and
 - (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
 - (c) install speed humps and other traffic control or safety devices in Common Property; and
 - (d) install signs about parking; and
 - (e) determine the direction of the flow of traffic or route of persons through Common Property and to alter such direction or route from time to time as it determines; and
 - (f) install signs or devices to control traffic in Common Property and, in particular, traffic entering and leaving the Community Property.
- 9.11 **(Compliance by Invitees)** An Owner or Occupier shall comply and ensure compliance of its Invitees with all parking, limitations, directional and speed limit signs erected or stipulated by the Owners Corporation.

10. STORAGE SPACE

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

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

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

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

11. STORAGE OF LIQUIDS & MATERIALS

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

12. WINDOW COVERINGS

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

13. CLEANING WINDOWS & DOORS

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

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

14. AIR-CONDITIONING

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

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

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

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

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

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

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

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

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

16. OTHER OBLIGATIONS ON THE OWNER OR OCCUPIER

An Owner or Occupier must:

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

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

An Owner and Occupier:

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

18. DAMAGE TO COMMON PROPERTY

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

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

19. BUILDING WORKS

Purpose of By-law

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

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

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

Retrospective application for unauthorised Building Works

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

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

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

CONDITIONS

The Application Process

(i) Cosmetic Works

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

(ii) Minor Renovations

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

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

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

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

Building Works Items List

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

Lot Register of Building Works

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

Conditions Applicable to all Minor Renovations or Major Renovations

(i) Hours of Works

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

as may be approved by the Owners Corporation.

(ii) Compliance with Codes

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

(iii) Bond

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

(iv) Building Works involving Floor Coverings

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

General Conditions

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

After Completion of the Building Works

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

Owner's Enduring Obligations

(i) Maintenance and Repair

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

(ii) Liability and Indemnity

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

(iii) Repair of Damage

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

Breach of By-law

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

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

Annexure A

APPLICATION TO PERFORM BUILDING WORKS

To the Secretary & strata managing agent

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

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

Signature of Owner.....
Date.....
Received by Owners Corporation.....
Name & Date.....

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

Annexure B

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

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

Cosmetic Works

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

Minor Renovations

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

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

Major Renovations

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

20. WORK HEALTH & SAFETY

20.1 **(No hazard)** An Owner or Occupier of a Lot must:

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

21. DISPLAYING A SIGN OR ADVERTISEMENT

21.1 **(No Lot Signage)** An Owner or Occupier of a Lot must not display, affix or erect a sign, advertisement, notice or poster on:

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

21.2 **(Temporary Signs)** For advertisements such as "For Sale" or "For Lease" signs, that are temporarily erected:

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

22. KEEPING ANIMALS

22.1 **(No animals except as permitted)** Other than as set out in this By-law 22, an Owner or Occupier of a Lot must not:

- (a) bring or keep any animal, bird, fish or reptile (each an "Animal") upon the Lot or the Common Property; or
- (b) permit an Invitee to bring or keep any Animal on the Lot or the Common Property.

22.2 **(Guide dogs)** Despite any other provisions in these By-laws, an Owner or Occupier may bring or keep, without the consent of the Owners Corporation, a guide dog, hearing dog or other animal to assist to alleviate the effect of a disability if the Owner, Occupier or invitee needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

22.3 **(Certain pets permitted)** Owners and Occupiers may, subject to By-law 22.4:

- (a) keep in a Lot one small pet dog or pet cat ("Pet"), such Pet must not at full age exceed a weight of 10 kilograms;
- (b) with the consent of the Owners Corporation keep a medium or large size dog (being a dog of a breed which at full age, on average, exceeds a weight of 10 kilograms);
- (c) other than as permitted under By-law 22.2, 22.3 (a) or (b), an Owner or Occupier not bring or keep an Animal on a Lot or Common Property without first obtaining the consent of the Owners Corporation at a general meeting or extra ordinary general meeting to keep any other Animal.

22.4 **(Refusal to Keep Pets)** The Owners Corporation must not give an Owner or Occupier consent (and By-law 22.3 does not permit and Owner or Occupier) to keep:

- (a) an Animal that is vicious,, aggressive, noisy or difficult to control; or
- (b) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (c) a dangerous dog or a restricted dog under the *Companion Animals Act 1998* (NSW).

22.5 **(Control of Pet Owners)** Owners and Occupiers in exercising their rights under this By-law must:

- (a) clean up any excretion of such Pet;
- (b) ensure that the Pet does not disturb the native birdlife or wildlife on or around the land;
- (c) ensure that the Pet does not wander onto another Lot or the Common Property;
- (d) ensure such Pet is kept on a leash or otherwise restrained at all times; and

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- (e) ensure that in keeping such Pet there is no breach of any other By-Law for the Strata Scheme including, without limitation, causing any nuisance to other proprietors or occupiers caused by continuous barking or meowing.

22.6 **(Revocation of rights)** The Owners Corporation may revoke an Owner's or Occupier's right to keep a Pet or Animal under By-Law 22.3 if:

- (a) the Owner or Occupier to whom such right is given breaches By-law 22.3 and does not remedy that breach within 14 days of receiving notice from the Owners Corporation or Strata Manager to do so;
- (b) the Pet or Animal becomes offensive, vicious, aggressive, noisy or a nuisance; or
- (c) the Owner or Occupier breaches a condition made by the Owners Corporation when it gave you consent to keep the Animal; or
- (d) the Owner or Occupier keeps a dog which is a dangerous dog or is not registered under the *Companion Animals Act* 1998 (NSW).

23. NAMING THE STRATA SCHEME

The Developer has the right to determine the initial name of the Strata Scheme complex and the Owners Corporation has the sole right and discretion to erect, alter and permit to remain signs on the Common Property, subject to approval by any relevant Government Agency, that show the name designated to the Strata Scheme complex, the address and any directory of the Occupiers.

24. SALE OR LEASING OF LOTS

While the Developer remains an Owner of any Lot, it and its agents may utilise Common Property and any Lot owned by the Developer as a display Lot for the purpose of allowing prospective purchasers or tenants of a Lot to inspect such display Lot and may place a reasonable number of appropriate signs or other advertising and display material in and about such Lot and about other parts of the Common Property.

25. COMMON PROPERTY

25.1 **(Easements)** Where some items of Common Property are burdened or benefited (or both) by an Easement, Owners, Occupiers and the Owners Corporation:

- (a) must comply with their obligations under those Easements; and
- (b) must not do anything to prevent the benefited parties under those Easements from exercising their rights to use Common Property under those Easements.

25.2 **(Obligations)** Subject to the By-laws, Owners and Occupiers must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if that Owner or Occupier know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by the Owner or Occupier, its visitors or persons doing work or carrying out Works in the Strata Scheme; and
- (d) permit the Owners Corporation or any tradesman, contractor or other person engaged or authorised by the Owners Corporation access over and through that Owner's or Occupier's Lot for the purpose of accessing Common Property.

25.3 **(Owners Corporation Consent)** Subject to the By-laws, an Owner or Occupier must have consent from the Owners Corporation to:

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

26. RULES

26.1 **(Powers of the Owners Corporation)** The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of Common Property.

26.2 **(Changing Rules)** The Owners Corporation may add to or change the Rules at any time.

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

26.4 **(Inconsistent with the By-law)** If a Rule is inconsistent with the By-laws or the requirements of a Government Agency, the By-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

27. BUILDING SECURITY

- 27.1 **(Security and fire safety equipment)** The Owners Corporation may take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards. In order to do so the Owners Corporation may:
- (a) install and operate security cameras, security devices and other surveillance equipment;
 - (b) install and operate fire and safety devices and equipment; and
 - (c) make arrangements with third parties about the installation, operations, maintenance, and repair of security and fire prevention equipment.
- 27.2 **(No liability)** The Owners Corporation is not liable to an Owner or Occupier if it fails to take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards.
- 27.3 **(Emergency Service call outs)**
- (a) An Owner is responsible for the attendance of a member of the fire brigade, police service or ambulance service ("**Emergency Services**") at the Strata Scheme as a result of action or inaction by an Owner, Occupier, or Invitee.
 - (b) If a member of the Emergency Services attends at the Strata Scheme as a result of action or inaction by an Owner, Occupier, or Invitee and, as a result of on such attendance, a charge is imposed on the Owners Corporation, then the Owners Corporation has the following additional authority and powers:
 - (i) the authority to enquire of the Emergency Services as to the reason, cause or nature of their attendance;
 - (ii) the power to investigate the attendance by the Emergency Services and to decide (in its reasonable opinion) who is responsible for the attendance of the Emergency Services;
 - (iii) the power to recover the amount of that charge from the Owner of the Lot as a debt due and payable by that Owner.

28. PROVISION OF AMENITIES OR SERVICES

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

29. REFURBISHMENT OF COMMON PROPERTY

- 29.1 **(Power to refurbish)** In addition to its powers under the Strata Management Act and under other of these by-laws, the Owners Corporation has the power to Refurbish Common Property.

30. ACCESS FOR METER READING AND FIRE SAFETY COMPLIANCE

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

31. GARBAGE DISPOSAL

- 31.1 **(Disposal Requirements)** An Owner or Occupier must:
- (a) ensure that Garbage is placed in appropriate bags, tied securely and otherwise separated, prepared, drained, wrapped and disposed of in accordance with the recycling guidelines of the Owners Corporation, Council and any other Government Agency;
 - (b) only place and leave Garbage in the Residential Garbage Room or other areas designated by the Owners Corporation (including for recyclable materials) from time to time;
 - (c) arrange at the Owner's or Occupier's own expense, for the removal of Garbage that may be oversized or articles which the Council or Contractor would not normally remove as part of its normal collection service;
 - (d) remove rubbish and Garbage and clean the relevant part of the Common Property where that Owner or Occupier has spilt Garbage on the Common Property; and

- (e) where provided, use garbage chutes for disposal of garbage and comply with all Rules for using the garbage chute and must not:
 - (i) deposit bottles or glass in any garbage chute;
 - (ii) deposit or pour liquids in any garbage chute;
 - (iii) deposit items that weigh more than 2.5 kilograms in any garbage chute;
 - (iv) deposit cardboard or other packaging in any garbage chute;
 - (v) deposit an item in any garbage chute that is reasonably likely to block it.

31.2 **(Restrictions)** An Owner or Occupier must not:

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

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

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

32. **NOTICES**

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

33. **RESTRICTING ACCESS**

33.1 **(Right to restrict access)** The Owners Corporation may for security reasons or effective control and management of the Strata Scheme:

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

34. **BUILDING SERVICES**

34.1 **(Building Manager)** The Owners Corporation may:

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

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

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

- (a) cleaning services;
- (b) caretaking services;
- (c) maintenance, repair and replacement services;
- (d) garbage services (including collection and removal);
- (e) gardening services;
- (f) letting, property management and sales services;
- (g) supervising employees, contractors and agents of the Owners Corporation;
- (h) arranging for the provision of services by third party contractors;
- (i) supervising the provision of services provided by third party contractors;
- (j) providing and maintaining security keys according to the By-laws;
- (k) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (l) general supervision; and
- (m) anything else that the Owners Corporation agrees is reasonably necessary for the operation and management of the Strata Scheme.

34.4 **(Provisions)** The Building Services Agreement may include provisions about:

- (a) the manner in which the Building Manager must carry out the services and details of any licence or registration required by the Building Manager;
- (b) the manner in which employees and contractors are to be engaged;
- (c) the manner in which the Building Manager may be reimbursed for expenses;
- (d) whether the agreement may be assigned and, if so, the terms upon which the agreement may be assigned; and
- (e) if permitted by law (including the Act), an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:
 - (i) the right of the owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
 - (ii) the rights of the building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

34.5 **(Further Agreement)** On the expiration of the Building Services Agreement, the Owners Corporation may enter into a further agreement or agreements with a Building Manager on such terms and conditions as may be agreed between the Owners Corporation and the Building Manager.

34.6 **(Initial Period)** The Owners Corporation may, subject to the provisions of the Act, enter into a Building Services Agreement for the period to the first annual general meeting of the Strata Scheme on such terms and conditions as agreed between the Owners Corporation and a Building Manager.

34.7 **(No Obstruction)** An Owner or Occupier must not interfere with or obstruct the Building Manager from:

- (a) providing the services contemplated by the Building Services Agreement; and
- (b) using any part of the Common Property in providing the services contemplated by the Building Services Agreement.

34.8 **(Additional services)** An Owner or Occupier may separately contract with the Building Manager to provide services at the sole cost of the owner or Occupier in respect of their Lot on terms and conditions which those parties may agree provided those terms and conditions do not conflict with the terms of these by-laws.

35. CONTROL ON HOURS OF OPERATION AND USE OF FACILITIES

- 35.1 **(Hours of operation)** The Owners Corporation may make any of the following determinations, if it considers the determination is appropriate for the control, management, administration, use or enjoyment of a Lot or Lots and the Common Property, as to the time and conditions for use of:
- (a) facilities situated on the Common Property;
 - (b) services provided to the Owners Corporation; and
 - (c) deliveries to or from a Lot or Lots through or on Common Property.

36. TELECOMMUNICATION SERVICES

- 36.1 **(Telecommunications)** Except to the extent permitted by law, the Strata committee may enter into agreements on behalf of the Owners Corporation to:
- (a) grant to third parties the right to enter into and alter Common Property in order to facilitate and install any structure, cabling, conduit or any other device to supply telecommunications, internet, or cable television services to the Building and the Lots. The right includes a right to build on or add to the Common Property including, without limitation, any addition on the roof of the Building or the erection of antennae on the Common Property; and
 - (b) do all things necessary to empower a member of the Strata Committee or the Strata Manager to negotiate or apply for or procure a third party to apply for any approvals from Council or any Government Agency to facilitate the rights referred to in By-law 36.1(a).

37. GAS SERVICE

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

38. HOT WATER SERVICE

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

39. ENERGY PROVIDER

The Owners Corporation may:

- (a) Enter into agreements on such terms as it determines with energy providers (**Energy Provider**) to:

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

40. FLOOR WORKS

General Requirements

- (1) An Occupier must ensure that all floor space within the Lot is covered or otherwise treated to an extend sufficient to prevent the transmission of noise from the floor space of the Lot likely to disturb the peaceful enjoyment of an Occupier of another Lot.
- (2) An Owner must ensure that any Floor Works meet the following minimum requirements:
 - (i) Hard floor finishes must achieve a minimum 4-star rating with Australian Association of Acoustical Consultants (AAAC)
 - (ii) Soft floor finishes must achieve a minimum 6-star rating with Australian Association of Acoustical Consultants (AAAC)

Before commencement of the Floor Works

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

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

Undertaking Floor Works

(5) Whilst the Floor Works are in progress the Owner of the Lot at the relevant time must:

- (i) use duly licensed employees, contractors or agents to conduct the Floor Works;
- (ii) ensure the Floor Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards(except with respect to the minimum star rating as specified in clause (2) above will apply;
- (iii) effect and maintain Works Insurance and provide a copy to the Owners Corporation;
- (iv) ensure the Floor Works are carried out expeditiously and with a minimum of disruption;
- (v) carry out the Floor Works between the hours permitted by local council. No Floor Works are to be carried out on a Sunday or public holiday unless they are silent works;
- (vi) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
- (vii) not allow tradesperson and contractors at any time to park on Common Property without the written consent of the Owners Corporation;
- (viii) not allow waste bins or skips to be placed on or near the Common Property without the prior written consent of the Owners Corporation;
- (ix) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Floor Works to be conducted on the Common Property;
- (x) protect all affected areas of the Building outside the Lot from damage relating to the Floor Works or the transportation of construction materials, equipment and debris;
- (xi) ensure that the Floor Works do not interfere with or damage the Common Property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (xii) provide the Owners Corporation's nominated representative(s) access tin inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (xiii) observe all the other by-laws applicable to the strata scheme at all times, and specifically **By-law 19 – Building Works**.

After Floor Works are Undertaken

(6) After the Floor Works have been completed the Owner must without unreasonable delay:

- (i) notify the Owners Corporation that the Floor Works have been completed;
- (ii) notify the Owners Corporation that all damage, if any, to Lot and Common Property caused by the Floor Works and not permitted by this by-law has been rectified;
- (iii) provide access to their Lot for the purpose of an acoustic engineer undertaking acoustic testing to demonstrate that this by-law has been complied with. The acoustic testing must be completed within 30 days of the completion of the Floor Works

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

General Conditions

- (8) The Owner must:
- (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Floor Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements.
 - (ii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
 - (iii) comply with the provision of the Home Building Act 1989.
- (9) The Floor Works must:
- (i) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
 - (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

Owner's Obligations

- (10) An Owner must:
- (i) properly maintain, replace and keep in good and serviceable repair any Floor Works installed by them;
 - (ii) properly maintain and upkeep those parts of the Common Property in contact with the Floor Works;
 - (iii) repair and/or reinstate the Common Property or personal property of the Owners Corporation to its original condition if the Floor Works are removed or relocated; and
 - (iv) indemnify and keep indemnified the Owners Corporation against any costs of losses arising out of the installation, use, repair, replacement or removal of any Floor Works including any liability in respect of the property of the Owner.
 - (v) indemnify and keep indemnified the Owners Corporation against liability under *section 122 (6)* of the *Strata Schemes Management Act 2015* in respect of repair of the Common Property attached to, or only accessible from, the Floor Works.
- (11) No matter if **By-law 19 - Building Works** is repealed or amended, the Owner shall always remain responsible for the cost of installing, repairing, maintaining and replacing (when necessary) the Floor Works undertaken pursuant to this by-law.

Breach of By-law

- (12) If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:
- (i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
 - (ii) apply the Bond towards costs incurred by the Owners Corporation to carry out that work;
 - (iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
 - (iv) recover any costs from the Owner as a debt due.

Removal of Floor Works

- (13) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (1) and (2) above also apply in relation to that removal.
- (i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
 - (ii) apply the Bond towards costs incurred by the Owners Corporation to carry out that work;
 - (iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
 - (iv) recover any costs from the Owner as a debt due.
- (14) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (1) and (2) above also apply in relation to that removal.

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

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

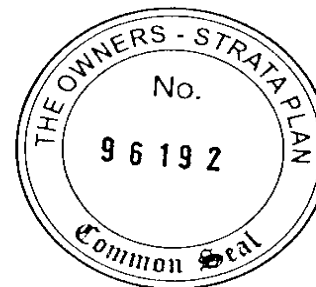
- (a) has the exclusive use and benefit of using that part of the Common Property forming the Neighbouring Strata Access Link.
- (b) must allow the Owners Corporation access to the Neighbouring Strata Access Link so as to allow the Owners Corporation to exercise its rights and comply with its obligations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

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

Signature(s):

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

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



Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

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

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

Signature:Name:Authority:

^ Insert appropriate date

* Strike through if inapplicable.



Lodger Details

Lodger Code	503902B
Name	BUILDING BYLAWS
Address	PO BOX 8274 BAULKHAM HILLS 2153
Lodger Box	1W
Email	SERVICES@BYLAWSASSIST.COM.AU
Reference	BLA/5360

Land Registry Document Identification

AT161169

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP96192	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP96192
Other legal entity

Meeting Date

15/12/2022

Repealed by-law No.

Details N/A

Amended by-law No.

Details N/A

Added by-law No.

Details Special By-Law No.3

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP96192
Signer Name	SIMONE KASAD
Signer Organisation	SIMONE KASAD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	09/06/2023

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

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

(A) **TORRENS TITLE**

For the common property
CP/SP96192

(B) **LODGED BY**

Document Collection Box 1W	Name		CODE CH	
	Company	Bylaws Assist		
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	E-mail	services@bylawsassist.com.au		
	Contact Number	+61 411 777 557		
	Customer Account Number	135632E	Reference	BLA/5360

- (C) The Owner-Strata Plan No. 96192 certify that a special resolution was passed on 15/12/2022
- (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.3
- 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 96192 which includes new Added Special By-Law No.3 starting from Page 45 of 48 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1.
- (G) The seal of The Owners-Strata Plan No. 96192 was affixed on 31/05/2023 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 : Phillip Court Electronic signature of me, Phillip Court, affixed by me on May 31 2023 09:14 AEST

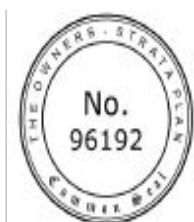
Name : Phillip Court

Authority : Strata Managing Agent

Signature : _____

Name : _____

Authority : _____



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 96192

INDEX OF BY-LAWS

1. Definitions
2. Interpretation
3. The By-Laws and Compliance
4. Non Compliance with By-Laws
5. Behaviour Within the Strata Scheme
6. Behaviour of Invitees
7. Permitted Usage
8. Security Devices & Access
9. Parking, Loading & Traffic Control
10. Storage Space
11. Storage of Liquids & Materials
12. Window & Floor Coverings
13. Cleaning Windows & Doors
14. Air-Conditioning
15. Balconies, Courtyards & Lot Gardens
16. Other Obligations on the Owner or Occupier
17. Fire, Health & Safety Regulations in the Strata Scheme
18. Damage to Common Property
19. Alterations and Works
20. Work Health & Safety
21. Displaying a Sign or Advertisement
22. Keeping Animals
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
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33. Restricting Access
34. Building Services

- 35. Control on Hours of Operation and Use of Facilities
 - 36. Telecommunication Services
 - 37. Gas Service
 - 38. Hot Water Service
 - 39. Energy Provider
 - 40. Floor Works
 - 41. Neighbouring Strata Access Link – Exclusive Use and Special Privilege
- Special By-law 1 – Short Term Letting
- Special By-law 2 – Window Safety Devices
- Special By-law 3 – Recovery of Costs
-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Council is Penrith City Council and its successor.

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

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

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

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

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

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

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

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

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

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

Lot is a lot in the Strata Scheme.

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

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

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

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

Owners Corporation is the Owners Corporation of the Strata Scheme.

Permitted Vehicle means:

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

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

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

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

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

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

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

Strata Committee means the strata Committee of the Owners Corporation.

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

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

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

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

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

Works Insurance means:

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

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

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

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

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

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

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

2. INTERPRETATION

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

3. THE BY-LAWS AND COMPLIANCE

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

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

4. NON COMPLIANCE WITH BY-LAWS

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

5. BEHAVIOUR WITHIN THE STRATA SCHEME

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

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

6. BEHAVIOUR OF INVITEES

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

7. PERMITTED USAGE AMENDED (AQ691848Y) to read as follows:

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

- (c) must not permit, in respect of their Lot:
 - (i) more than two (2) adult people to occupy any bedroom and each bedroom shall contain no more than two (2) beds, excluding children's beds, cots and bassinets;
 - (ii) a total number of adults who reside in the Lot to exceed twice the number of approved bedrooms; and
 - (iii) a variation in the number of bedrooms within the Lot without prior consent of the Owners Corporation, Council and any other relevant Government Agency.
- 7.2 **(Change Notified)** For any other usage other than contemplated in By-law 7.1, the Owner or Occupier must obtain the written authority of the Owners Corporation prior to seeking the consent of Counsel and any relevant Government Agency to engage in such other use. An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of their Lot (and if necessary obtain the authority and consents) and/or does anything that may affect the insurance premiums for the Strata Scheme.
- 7.3 **(Use Prohibitions)** No Lot or part of the Common Property shall be used for:
 - (a) any purpose which causes or may cause unreasonable interference to the use and enjoyment of other Lots by vibration, gases, vapours, dust, fumes, soot, ash, waste water, grit, oil or other impurities which are sobering up unit dangerous or prejudicial to health; or
 - (b) brothels, massage parlours, introduction agencies, dance schools, dance parties, dating agencies, entertainment halls, reception halls, drug referral centres, drug shooting gallery, meeting place for drug and ex-drug users and any other purpose which involves drug use, drug discussion groups or a sobering up unit for the purposes of this By-law the term drug is a reference to illicit drugs.
- 7.4 **(Not to increase insurance)** An Owner or Occupier of a Lot must not bring onto, do or keep anything in any Lot or on Common Property which may increase the rate of insurance on any Lot or on Common Property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any Lot or the Common Property or the regulations or ordinances of any public authority for the time being in force.
- 7.5 **(General Law compliance)** Without limiting the provisions of By-laws 7.1 to 7.3 (inclusive), an Owner or Occupier must ensure that no Lot or part of the Common Property is used for any business, activity or industry which is contrary to any law, regulation, By-law, Council ordinance or notice or which may endanger the good reputation of the Strata Scheme.

8. SECURITY DEVICES & ACCESS

8.1 (Security & Access) An Owner:

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

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

8.2 (Security Devices)

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

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

9. PARKING, LOADING & TRAFFIC CONTROL

- ### 9.1 (Designated carspace)
- Other than in respect of a Carspace Stand Alone Lot, where a carspace is specifically designated to a Lot, the Lot Owner or Occupier of that Lot must not:
- (a) use or permit any Carspace(s) attaching to an Owner or Owner's Lot to be used:
 - (i) except by an Owner or Occupier of that Lot;
 - (ii) for any purpose other than the parking of a Permitted Vehicle;
 - (iii) for washing of vehicles or equipment;
 - (iv) for carrying out of mechanical or other repairs;
 - (v) for parking or storing boats, caravans or trailers; or
 - (vi) for manufacturing, displaying or storing goods, materials or equipment;
 - (b) lease, licence or otherwise permit occupation of a carspace by a person who is not an Owner or Occupier of the Lot to which the Carspace relates.

- (c) except with the consent of the Owners Corporation at a general meeting or extra ordinary general meeting enclose, or permit the enclosure of any Carspace(s) attaching to an Owner or Occupier's Lot and then such enclosure must comply with the relevant Government Agency building code;
 - (d) except as otherwise provided in these By-Laws, install or erect any storage facility whether fixed or moveable within a Carspace;
- for the avoidance of doubt, this By-Law 9.1 does not apply to Carspace Stand Alone Lots.

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

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

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

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

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

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

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

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

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

- 9.6 **(Manner of transport)** The Owners Corporation may, from time to time, determine the manner in which large items are to be transported through or over Common Property (whether in the Building or not) and may impose appropriate conditions on such activities, including:
- (a) determining the times during which these activities are permitted to take place;
 - (b) the use or protective covers for surfaces forming part of the Common Property;
 - (c) prohibitions on the use of trolleys or other moving devices having metal wheels;
 - (d) insurance requirements; and
- and the Owner or Occupier must
- (e) comply with those conditions when transporting large items over or through Common Property; and
 - (f) pay the cost of any approvals or costs associated with deliveries including the use of ropes and/or other devices.
- 9.7 **(Loading Bay)** An Owner or Occupier may use the Loading Bay for the purpose of loading and unloading only.
- 9.8 **(Compliance)** In respect to the exercise of an Owner or Occupier's rights under this By-Law the Owner or Occupier must:
- (a) repair any damage that is caused to Common Property;
 - (b) immediately clean any mark or spillage caused;
 - (c) dispose of any boxes or cartons in accordance with these By-Laws; and
 - (d) comply with the reasonable requirements of the Owners Corporation.
- 9.9 **(Bicycle Parking)** Any part of the Common Property designated as a bicycle parking area must only be used for the parking of bicycles. Any bicycle parked in a bicycle parking area is at the bicycle owner's risk, the Owners Corporation takes no responsibility for bicycles parked on the Common Property.
- 9.10 **(Controlling Traffic)** In addition to its powers under the Act, the Owners Corporation has the power to:
- (a) impose a speed limit for traffic in Common Property; and
 - (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
 - (c) install speed humps and other traffic control or safety devices in Common Property; and
 - (d) install signs about parking; and
 - (e) determine the direction of the flow of traffic or route of persons through Common Property and to alter such direction or route from time to time as it determines; and
 - (f) install signs or devices to control traffic in Common Property and, in particular, traffic entering and leaving the Community Property.
- 9.11 **(Compliance by Invitees)** An Owner or Occupier shall comply and ensure compliance of its Invitees with all parking, limitations, directional and speed limit signs erected or stipulated by the Owners Corporation.

10. STORAGE SPACE

- 10.1 **(Designated storage space)** Other than in respect of a Storage Space Stand Alone Lot, where any area of a Lot designated as a storage area or storage space, an Owner or Occupier of that Lot
- (a) must not:
 - (i) use or permit to be used that Storage Space other than for the storage of that Owner or Occupier's personal property and must not use or permit that Storage Space to be used for the storage of commercial or trade items: or for commercial purposes

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

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

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

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

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

11. STORAGE OF LIQUIDS & MATERIALS

- 11.1 (No storage on Common Property)** Other than as permitted by these By-Laws, an Owner or Occupier must ensure that no goods, materials, chattels or waste are stored or used on the Common Property or on any Carspace.

- 11.2 (**No Dangerous Substances**) An Owner or Occupier must not, use or store on the Lot any flammable liquids, substances, chemicals, gases, or materials of more than reasonable quantity and then must be stored for lawful purposes and such storage must comply with and not exceed or breach any guidelines or any regulations issued by a Government Agency.

12. WINDOW & FLOOR COVERINGS AMENDED (AQ174297V) to read as follows:

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

13. CLEANING WINDOWS & DOORS

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

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

14. AIR-CONDITIONING

- 14.1 (**Air conditioning unit maintenance**) With respect to any air conditioning unit exclusively serving a Lot, the Owner must at its cost:
- (a) regularly maintain and repair the air conditioning unit to ensure it is clean, safe and sound compliant and complies with the requirements of all laws and regulations;
 - (b) replace that air conditioning unit where it requires replacement.
- 14.2 (**Stand Alone**) If an Owner of a Lot wishes to install any stand alone air conditioning unit, then the Owner must:

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

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

15. BALCONIES, COURTYARDS & LOT GARDENS

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

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

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

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

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

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

- (a) maintain that garden area or landscaped area in a neat and tidy condition and free from litter;

- (b) ensure that the garden area or landscaped area is maintained in a manner consistent with the original landscaping of the garden area or landscaped area forming part of that Lot or as the Owners Corporation otherwise reasonably directs; and
- (c) ensure that:
 - (i) any dead plants are promptly replaced;
 - (ii) plants are watered so as not to damage or cause water seepage to Common Property or adjoining Lots; and
 - (iii) a mechanical watering system is not installed to planters.

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

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

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

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

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

16. OTHER OBLIGATIONS ON THE OWNER OR OCCUPIER

An Owner or Occupier must:

- (a) keep their Lot in a state of good and serviceable condition and repair;
- (b) properly maintain, repair and where necessary, replace an installation or alteration made under the By-Laws which services its Lot (whether or not it made the installation or alteration);
- (c) not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis;
- (d) not cause damage to any plants or landscaping within the Strata Scheme and shall adopt a general duty of care in the maintenance and watering of plants in landscaped areas adjacent to and in the vicinity of their Lot;
- (e) comply with all Easements or laws affecting their Lot including, without limitation, requirements of any Government Agencies;
- (f) obtain any necessary consents from the Owners Corporation and any Government Agencies before altering the appearance or structure of their Lot in any way;
- (g) not erect, construct, place or permit to remain on the Common Property any television radio or other electronic antenna or device without the prior written consent of the Owners Corporation;
- (h) ensure all doors and windows to any Lot are securely fastened on all occasions when the Lot is left unoccupied and the Owner or Occupier of a Lot grants the right to the Owners Corporation and any agent of the Owners Corporation to enter and fasten any doors or windows if left insecurely fastened when a Lot is left unoccupied;

- (i) not interfere with security or surveillance equipment in or about the Strata Scheme or do anything that might prejudice the security or safety of the Building;
- (j) not waste water and must ensure that all water taps on the Owner's or Occupier's Lot and/or on the Common Property are promptly turned off after use;
- (k) not use the water closets, conveniences and other water apparatus including water pipes and drains in each Lot and the Common Property for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances may be deposited in them. Any costs or expenses resulting from damage or blockage to such water closets, convenience, water apparatus, waste pipes and drains from misuse or negligence will be borne by the Owner of the relevant Lot;
- (l) not directly instruct nor interfere with the business or property of any managers, caretakers, contractors or workmen employed by the Owners Corporation, or Strata Manager unless so authorised by the Owners Corporation, or Strata Manager; and
- (m) not install a security alarm with an audible signal unless the prior written consent for the Owners Corporation.

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

An Owner and Occupier:

- (a) must ensure that reasonable action has been taken to prevent fires and other health or safety hazards;
- (b) must provide access at such day and time nominated by the Owners Corporation for inspection of fire safety equipment within the Lot (including the fire rated entry door compliance plate) and, if applicable, reimburse the Owners Corporation for any additional expense it incurs if such access is not provided at the nominated time;
- (c) must take all due care to ensure that fire, security, health and safety regulations are adhered to and must comply with the regulations of the Government Agencies;
- (d) must ensure their Lot is kept free of vermin and pests and shall employ pest exterminators at their own expense as and when required;
- (e) must ensure that only clean and unpolluted water shall be discharged into the stormwater drainage system and that liquid wastes shall be discharged to the sewer in accordance with the requirements of Government Agencies;
- (f) must give to the Owners Corporation prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Owners Corporation will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs as deemed necessary for the safety and preservation of any Lot as often as may be necessary; and
- (g) must, in the event of any infectious disease which may require notification by virtue of any law affecting any person in any Lot give, or cause to be given, notice thereof and any other information which may be required relative thereto to the owners Corporation and must pay to the Owners Corporation the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease;
- (h) must permit a representative or agent of the Owners Corporation access to their Lot on prior notice of at least 1 day to undertake annual fire inspections;
- (i) must not interfere with or obstruct access to the fire safety equipment or fire escapes;
- (j) must not keep flammable material on or about any area of its Lot designated as storage space or a car space;

- (k) must not cut openings in doors within or on the boundary of a Lot used to access Common Property without the prior consent of the Owners Corporation;
- (l) must not do anything either within the Lot or Common Property that may create a hazard or danger to an Owner, Occupier or Invitee of another Lot.

18. DAMAGE TO COMMON PROPERTY

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

19. BUILDING WORKS AMENDED (AQ174297V) to read as follows:

Purpose of By-law

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

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

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

Retrospective application for unauthorised Building Works

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

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

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

CONDITIONS

The Application Process

(i) Cosmetic Works

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

(ii) Minor Renovations

- (10) Where an Owner intends to carry out Minor Renovations within a Lot, the Owner must obtain the prior written approval of the Strata Committee of the Owners Corporation.
- (11) The Owner must submit an application in writing to both the strata managing agent and the Secretary of the Strata Committee of the Owners Corporation.
- (12) The application must be made in accordance with **Annexure A** to this by-law "**Application To Perform Building Works**" prior to such Minor Renovations being approved by the Strata Committee of the Owners Corporation (excluding Cosmetic Works which require no notification and no consent).
- (13) The Strata Committee must within 21 days from receipt of the application approve or reject the application of the Owner.
- (14) Where the Strata Committee rejects the application, it must provide reasons to the Owner in writing.
- (15) If the Strata Committee does not respond to the application within 21 days, approval is deemed to be granted pursuant to the conditions in this by-law
- (16) The Strata Committee may request clarification, further information and/or certification in respect of any Minor Renovations proposed by an Owner under this by-law, and an Owner must provide such information, clarification and/or certification prior to obtaining approval.
- (17) An Owner must not commence any Minor Renovations on their Lot or the Common Property until such information, clarification and/or certification (as may be required by the Strata Committee of the Owners Corporation) is provided and approved.

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

- (18) Where an Owner intends to carry out Major Renovations within a Lot, or where any Building Works require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and / or any other relevant statutory authority whose requirements apply to performance of the Building Works, a Common Property Rights By-law for Lot Building Works must be passed at general

meeting of the Owners Corporation pursuant the Act (or any subsequent legislation) and must be registered on the Common Property Certificate of Title of the Owners Corporation.

- (19) The Owner must also submit an application in accordance with **Annexure A** to this by-law, along with the proposed Common Property Rights By-law for Lot Building Works for approval of the Owners Corporation.
- (20) If structural works are required, provide a certificate by a duly qualified structural engineer (and/or by any other necessary specialised consultant, such as a hydraulics or acoustic consultant) addressed to the Owners Corporation, that certifies that the Major Renovations, if undertaken in accordance with the plans and specifications provided to the Owners Corporation, will not affect the structural integrity or amenity of the Building or any part of it.
- (21) If an architect or other design consultant is involved, then the nature and scope of the Building Works will be readily ascertainable from the drawings prepared by that person. A copy of any drawings may be annexed to and form part of the Common Property Rights By-law for Lot Building Works.
- (22) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of any Common Property Rights By-law for Lot Building Works.
- (23) The Owners Corporation may refuse to execute any document relating to the registration of this by-law or local authority development application documents until such time as the Owner pays those costs.

Building Works Items List

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

Lot Register of Building Works

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

Conditions Applicable to all Minor Renovations or Major Renovations

(i) Hours of Works

- (27) The Owner must perform the Building Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

(ii) Compliance with Codes

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

(iii) Bond

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

(iv) Building Works involving Floor Coverings

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

General Conditions

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

After Completion of the Building Works

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

Owner's Enduring Obligations

(i) Maintenance and Repair

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

(ii) Liability and Indemnity

- (47) Where an Owner undertakes any Building Works under this by-law, the Owner indemnifies the Owners Corporation against:
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the Common Property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Building Works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Building Works;

- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Building Works; and
 - (d) liability under **section 122 (6)** of the **Strata Schemes Management Act 2015** in respect of repair of the Common Property attached to the Building Works.
- (48) To the extent that **section 106 (3)** of the **Strata Schemes Management Act 2015** is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Building Works performed under this by-law.
- (49) The Owner upon undertaking the Building Works:
 - (a) must apply the proceeds of any claim against the contractor who carried out the Building Works or its insurer towards (or by way of reimbursement) the repair or completion of the Building Works;
 - (b) acknowledges the Owners Corporation may at its option make and conduct any claim against the contractor who carried out the Building Works or its insurer; and
 - (c) must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this By- Law 19 including legal expenses and the expenses of any building consultant or engineer appointed by the Owners Corporation.
- (iii) Repair of Damage**
- (50) The Owner must, at the Owner's expense, make good any damage to the Common Property caused as a result of the Building Works no matter when such damage may become evident.
- (51) Any loss and damage suffered by the Owners Corporation as a result of making and using the Building Works, including failure to maintain, renew, replace or repair the Building Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

Breach of By-law

- (52) The Owners Corporation reserves the right to replace or rectify the Building Works or remediate any loss or damage to the Common Property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Annexure A

APPLICATION TO PERFORM BUILDING WORKS

To the Secretary & strata managing agent

I/We _____ the Owner(s) of Lot _____ hereby
give

notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake
Building

Works to my/our Lot.

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

Signature of Owner.....

Date.....

Received by Owners Corporation.....

Name & Date.....

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

Annexure B

BUILDING WORKS ITEMS LIST CATEGORIES OF BUILDING WORKS

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

Cosmetic Works

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

Minor Renovations

- (i) Work for the following purposes is prescribed as minor renovations pursuant to s110 (3) of *Strata Schemes Management Act 2015*:
 - (a) renovating a kitchen
 - (b) changing recessed light fittings
 - (c) installing or replacing wood or other hard floors (***Refer to By-law 40 – Floor Works***)
 - (d) installing or replacing wiring or cabling or power or access points
 - (e) work involving reconfiguring walls (excluding structural or load bearing walls)
 - (ii) Work for the following purposes is prescribed as minor renovations pursuant to Regulation 28 of the *Strata Schemes Management Regulations 2016*:
 - (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors (***Refer to By-law 40 – Floor Works***)
 - (b) installing a rainwater tank
 - (c) installing a clothesline
 - (d) installing a reverse cycle split system air conditioner (***Refer to By-law 14 – Air-conditioning***)
 - (e) installing double or triple glazed windows
 - (f) installing a heat pump (***Refer to By-law 38 – Hot Water Service***)
 - (g) installing ceiling insulation
-

- (iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to section 110 (6) (a) of the *Strata Schemes Management Act*:
 - (a) Installing any other type of air-conditioner/system within the Lot (**Refer to By-law 14 – Air-conditioning**)
 - (b) Installing false ceilings
 - (c) Installing security systems / alarms (**Refer to By-law 16 (m) – Other Obligations on the Owner or Occupier**)
 - (d) Installing fixtures to internal surfaces of Common Property walls
 - (e) Installing Foxtel or PayTV connection
 - (f) Installing new plumbing, gas and electrical equipment and services

Major Renovations

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

20. WORK HEALTH & SAFETY

20.1 **(No hazard)** An Owner or Occupier of a Lot must:

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

21. DISPLAYING A SIGN OR ADVERTISEMENT

21.1 **(No Lot Signage)** An Owner or Occupier of a Lot must not display, affix or erect a sign, advertisement, notice or poster on:

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

21.2 **(Temporary Signs)** For advertisements such as "For Sale" or "For Lease" signs, that are temporarily erected:

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

22. KEEPING ANIMALS

22.1 **(No animals except as permitted)** Other than as set out in this By-law 22, an Owner or Occupier of a Lot must not:

- (a) bring or keep any animal, bird, fish or reptile (each an "**Animal**") upon the Lot or the Common Property; or
- (b) permit an Invitee to bring or keep any Animal on the Lot or the Common Property.

22.2 **(Guide dogs)** Despite any other provisions in these By-laws, an Owner or Occupier may bring or keep, without the consent of the Owners Corporation, a guide dog, hearing dog or other animal to assist to alleviate the effect of a disability if the Owner, Occupier or invitee needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

22.3 **(Certain pets permitted)** Owners and Occupiers may, subject to By-law 22.4:

- (a) keep in a Lot one small pet dog or pet cat ("**Pet**"), such Pet must not at full age exceed a weight of 10 kilograms;
- (b) with the consent of the Owners Corporation keep a medium or large size dog (being a dog of a breed which at full age, on average, exceeds a weight of 10 kilograms;

- (c) other than as permitted under By-law 22.2, 22.3 (a) or (b), an Owner or Occupier not bring or keep an Animal on a Lot or Common Property without first obtaining the consent of the Owners Corporation at a general meeting or extra ordinary general meeting to keep any other Animal.

22.4 **(Refusal to Keep Pets)** The Owners Corporation must not give an Owner or Occupier consent (and By-law 22.3 does not permit and Owner or Occupier) to keep:

- (a) an Animal that is vicious,, aggressive, noisy or difficult to control; or
- (b) a dog that is not registered under the *Companion Animals Act* 1998 (NSW); or
- (c) a dangerous dog or a restricted dog under the *Companion Animals Act* 1998 (NSW).

22.5 **(Control of Pet Owners)** Owners and Occupiers in exercising their rights under this By-law must:

- (a) clean up any excretion of such Pet;
- (b) ensure that the Pet does not disturb the native birdlife or wildlife on or around the land;
- (c) ensure that the Pet does not wander onto another Lot or the Common Property;
- (d) ensure such Pet is kept on a leash or otherwise restrained at all times; and
- (e) ensure that in keeping such Pet there is no breach of any other By-Law for the Strata Scheme including, without limitation, causing any nuisance to other proprietors or occupiers caused by continuous barking or meowing.

22.6 **(Revocation of rights)** The Owners Corporation may revoke an Owner's or Occupier's right to keep a Pet or Animal under By-Law 22.3 if:

- (a) the Owner or Occupier to whom such right is given breaches By-law 22.3 and does not remedy that breach within 14 days of receiving notice from the Owners Corporation or Strata Manager to do so;
- (b) the Pet or Animal becomes offensive, vicious, aggressive, noisy or a nuisance; or
- (c) the Owner or Occupier breaches a condition made by the Owners Corporation when it gave you consent to keep the Animal; or
- (d) the Owner or Occupier keeps a dog which is a dangerous dog or is not registered under the *Companion Animals Act* 1998 (NSW).

23. NAMING THE STRATA SCHEME

The Developer has the right to determine the initial name of the Strata Scheme complex and the Owners Corporation has the sole right and discretion to erect, alter and permit to remain signs on the Common Property, subject to approval by any relevant Government Agency, that show the name designated to the Strata Scheme complex, the address and any directory of the Occupiers.

24. SALE OR LEASING OF LOTS

While the Developer remains an Owner of any Lot, it and its agents may utilise Common Property and any Lot owned by the Developer as a display Lot for the purpose of allowing prospective purchasers or tenants of a Lot to inspect such display Lot and may place a reasonable number of appropriate signs or other advertising and display material in and about such Lot and about other parts of the Common Property.

25. COMMON PROPERTY

25.1 **(Easements)** Where some items of Common Property are burdened or benefited (or both) by an Easement, Owners, Occupiers and the Owners Corporation:

- (a) must comply with their obligations under those Easements; and
- (b) must not do anything to prevent the benefited parties under those Easements from exercising their rights to use Common Property under those Easements.

- 25.2 (**Obligations**) Subject to the By-laws, Owners and Occupiers must:
- (a) use Common Property equipment only for its intended purpose; and
 - (b) immediately notify the Owners Corporation if that Owner or Occupier know about damage to or a defect in Common Property; and
 - (c) compensate the Owners Corporation for any damage to Common Property caused by the Owner or Occupier, its visitors or persons doing work or carrying out Works in the Strata Scheme; and
 - (d) permit the Owners Corporation or any tradesman, contractor or other person engaged or authorised by the Owners Corporation access over and through that Owner's or Occupier's Lot for the purpose of accessing Common Property.
- 25.3 (**Owners Corporation Consent**) Subject to the By-laws, an Owner or Occupier must have consent from the Owners Corporation to:
- (a) interfere with or damage Common Property; or
 - (b) remove anything from Common Property that belongs to the Owners Corporation; or
 - (c) interfere with the operation of Common Property or equipment.

26. RULES

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

27. BUILDING SECURITY

- 27.1 (**Security and fire safety equipment**) The Owners Corporation may take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards. In order to do so the Owners Corporation may:
- (a) install and operate security cameras, security devices and other surveillance equipment;
 - (b) install and operate fire and safety devices and equipment; and
 - (c) make arrangements with third parties about the installation, operations, maintenance, and repair of security and fire prevention equipment.
- 27.2 (**No liability**) The Owners Corporation is not liable to an Owner or Occupier if it fails to take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards.
- 27.3 (**Emergency Service call outs**)
- (a) An Owner is responsible for the attendance of a member of the fire brigade, police service or ambulance service ("**Emergency Services**") at the Strata Scheme as a result of action or inaction by an Owner, Occupier, or Invitee.
 - (b) If a member of the Emergency Services attends at the Strata Scheme as a result of action or inaction by an Owner, Occupier, or Invitee and, as a result of on such attendance, a charge is imposed on the Owners Corporation, then the Owners Corporation has the following additional authority and powers:
 - (i) the authority to enquire of the Emergency Services as to the reason, cause or nature of their attendance;

- (ii) the power to investigate the attendance by the Emergency Services and to decide (in its reasonable opinion) who is responsible for the attendance of the Emergency Services;
- (iii) the power to recover the amount of that charge from the Owner of the Lot as a debt due and payable by that Owner.

28. PROVISION OF AMENITIES OR SERVICES

28.1 **(Additional services or amenities)** Notwithstanding the provisions of any other By-law, the Owners Corporation may enter into agreements with third parties for the provision of the following amenities and services to the Common Property:

- (a) security;
- (b) cleaning;
- (c) garbage disposal and recycling services;
- (d) electricity, water, gas or other utility services;
- (e) telecommunications services; and/or
- (f) other essential services.

29. REFURBISHMENT OF COMMON PROPERTY

29.1 **(Power to refurbish)** In addition to its powers under the Strata Management Act and under other of these by-laws, the Owners Corporation has the power to Refurbish Common Property.

30. ACCESS FOR METER READING AND FIRE SAFETY COMPLIANCE

30.1 **(Right of access)** An Owner or Occupier of a Lot must on being given reasonable notice by the Owners Corporation or a person authorised by it provide reasonable access for any person required to:

- (a) effect the reading of any meter located in or about the Lot;
- (b) carry out inspections in respect of fire safety, or work or occupational health and safety.

31. GARBAGE DISPOSAL

31.1 **(Disposal Requirements)** An Owner or Occupier must:

- (a) ensure that Garbage is placed in appropriate bags, tied securely and otherwise separated, prepared, drained, wrapped and disposed of in accordance with the recycling guidelines of the Owners Corporation, Council and any other Government Agency;
- (b) only place and leave Garbage in the Residential Garbage Room or other areas designated by the Owners Corporation (including for recyclable materials) from time to time;
- (c) arrange at the Owner's or Occupier's own expense, for the removal of Garbage that may be oversized or articles which the Council or Contractor would not normally remove as part of its normal collection service;
- (d) remove rubbish and Garbage and clean the relevant part of the Common Property where that Owner or Occupier has spilt Garbage on the Common Property; and
- (e) where provided, use garbage chutes for disposal of garbage and comply with all Rules for using the garbage chute and must not:
 - (i) deposit bottles or glass in any garbage chute;
 - (ii) deposit or pour liquids in any garbage chute;
 - (iii) deposit items that weigh more than 2.5 kilograms in any garbage chute;
 - (iv) deposit cardboard or other packaging in any garbage chute;
 - (v) deposit an item in any garbage chute that is reasonably likely to block it.

31.2 (Restrictions) An Owner or Occupier must not:

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

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

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

32. NOTICES

- (a) Any notice under these By-laws must be in writing.
- (b) The Owners Corporation, an Owner or Occupier may send a notice:
 - (i) by hand;
 - (ii) by facsimile transmission;
 - (iii) by security post; or
 - (iv) otherwise determined by the Owners Corporation from time to time at a general meeting.

To the last notified address of the intended recipient.

- (c) A notice is deemed to be given:
 - (i) If sent by hand, at the time of delivery;
 - (ii) If sent by facsimile transmission, at the time recorded on the transmission report; and
 - (iii) If sent by security post, at the time that the recipient or its agent acknowledges receipt.
- (d) By-law 32(c)(ii) does not apply if:
 - (i) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
 - (ii) the transmission report of the sender indicates a faulty or incomplete transmission.
- (e) If delivery or receipt is not on a Business Day or if receipt is later than 5.00pm local time at the place of delivery, then the notice is deemed to have been delivered and received on the next Business Day.

33. RESTRICTING ACCESS

33.1 (Right to restrict access) The Owners Corporation may for security reasons or effective control and management of the Strata Scheme:

- (a) close off or restrict access to any part of Common Property that is not required for access to a Lot, and restricted access to any part of Common Property that is required for access to a Lot if alternative access is provided, but excepting always those parts of Common Property that are subject to an easement for public access; and

- (b) restrict by Security Device access to areas or levels of Common Property or the Building where an Owner or Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

34. BUILDING SERVICES

34.1 **(Building Manager)** The Owners Corporation may:

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

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

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

- (a) cleaning services;
- (b) caretaking services;
- (c) maintenance, repair and replacement services;
- (d) garbage services (including collection and removal);
- (e) gardening services;
- (f) letting, property management and sales services;
- (g) supervising employees, contractors and agents of the Owners Corporation;
- (h) arranging for the provision of services by third party contractors;
- (i) supervising the provision of services provided by third party contractors;
- (j) providing and maintaining security keys according to the By-laws;
- (k) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (l) general supervision; and
- (m) anything else that the Owners Corporation agrees is reasonably necessary for the operation and management of the Strata Scheme.

34.4 **(Provisions)** The Building Services Agreement may include provisions about:

- (a) the manner in which the Building Manager must carry out the services and details of any licence or registration required by the Building Manager;
- (b) the manner in which employees and contractors are to be engaged;
- (c) the manner in which the Building Manager may be reimbursed for expenses;
- (d) whether the agreement may be assigned and, if so, the terms upon which the agreement may be assigned; and
- (e) if permitted by law (including the Act), an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:
 - (i) the right of the owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
 - (ii) the rights of the building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

34.5 **(Further Agreement)** On the expiration of the Building Services Agreement, the Owners Corporation may enter into a further agreement or agreements with a Building Manager on such terms and conditions as may be agreed between the Owners Corporation and the Building Manager.

- 34.6 (**Initial Period**) The Owners Corporation may, subject to the provisions of the Act, enter into a Building Services Agreement for the period to the first annual general meeting of the Strata Scheme on such terms and conditions as agreed between the Owners Corporation and a Building Manager.
- 34.7 (**No Obstruction**) An Owner or Occupier must not interfere with or obstruct the Building Manager from:
- (a) providing the services contemplated by the Building Services Agreement; and
 - (b) using any part of the Common Property in providing the services contemplated by the Building Services Agreement.
- 34.8 (**Additional services**) An Owner or Occupier may separately contract with the Building Manager to provide services at the sole cost of the owner or Occupier in respect of their Lot on terms and conditions which those parties may agree provided those terms and conditions do not conflict with the terms of these by-laws.

35. CONTROL ON HOURS OF OPERATION AND USE OF FACILITIES

- 35.1 (**Hours of operation**) The Owners Corporation may make any of the following determinations, if it considers the determination is appropriate for the control, management, administration, use or enjoyment of a Lot or Lots and the Common Property, as to the time and conditions for use of:
- (a) facilities situated on the Common Property;
 - (b) services provided to the Owners Corporation; and
 - (c) deliveries to or from a Lot or Lots through or on Common Property.

36. TELECOMMUNICATION SERVICES

- 36.1 (**Telecommunications**) Except to the extent permitted by law, the Strata committee may enter into agreements on behalf of the Owners Corporation to:
- (a) grant to third parties the right to enter into and alter Common Property in order to facilitate and install any structure, cabling, conduit or any other device to supply telecommunications, internet, or cable television services to the Building and the Lots. The right includes a right to build on or add to the Common Property including, without limitation, any addition on the roof of the Building or the erection of antennae on the Common Property; and
 - (b) do all things necessary to empower a member of the Strata Committee or the Strata Manager to negotiate or apply for or procure a third party to apply for any approvals from Council or any Government Agency to facilitate the rights referred to in By-law 36.1(a).

37. GAS SERVICE

- (a) Each Owner and Occupier has the special privilege to use the Gas Service servicing that Owner or Occupier's Lot.
- (b) Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Gas Service.
- (c) The Owners Corporation must use reasonable endeavours to operate, maintain, repair and replace the Gas Service servicing the Lots.
- (d) The Owner is responsible for the costs of any common gas consumption charges as part of the Gas Service servicing his/her Lot and the costs incurred under By-law 37(c) (including any amount under By-law 37(e)) for the Gas Service servicing that Owner's Lot and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.

- (e) The Owners corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Gas Service servicing the Lots.
- (f) An Owner may allow any Occupier of that Lot to exercise the rights of the Owner under this By-law. The Owner of the Lot remains liable under these By-laws for all obligations under this By-law.

38. HOT WATER SERVICE

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

39. ENERGY PROVIDER

The Owners Corporation may:

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

40. FLOOR WORKS AMENDED (AQ174297V) to read as follows:

General Requirements

- (1) An Occupier must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission of noise from the floor space of the Lot likely to disturb the peaceful enjoyment of an Occupier of another Lot.
- (2) An Owner must ensure that any Floor Works meet the following minimum requirements:

- (i) Hard floor finishes must achieve a minimum 4-star rating with Australian Association of Acoustical Consultants (AAAC)
- (ii) Soft floor finishes must achieve a minimum 6-star rating with Australian Association of Acoustical Consultants (AAAC)

Before commencement of the Floor Works

- (3) Before commencement of the Floor Works, an Owner must:
 - (i) submit to the Owners Corporation, an **Application To Perform Building Works** as required under **By-law 19 – Building Works**. The application form must specify in detail the Floor Works to be undertaken and the duration of any impact on the Common Property or disruption to Common Property services or access;
 - (ii) lodge the Bond, as required under **By-law 19 – Building Works**, if requested by the Owners Corporation;
 - (iii) provide a complete proposal concerning the Floor Works including, but not limited to:
 - (a) plans and specifications of the proposed works;
 - (b) specifications of any sound rating, type, size together with the manufacturer's or supplier's brochure regarding the same; and
 - (iv) obtain written consent to the date for the commencement of the Floor Works from the Owners Corporation upon satisfaction of its obligations of clause (3)(iii)(a) and (b) above.
 - (v) comply with all other requirements of **By-law 19 – Building Works** in respect of the Floor Works to be undertaken.
- (4) Where an Owner is installing a hard floor surface the Owners Corporation will:
 - (i) prior to undertaking the Floor Works, make payment to the Owners Corporation to cover the cost of carrying out the acoustic testing both before and after undertaking the Floor Works, by a qualified acoustic consultant to be nominated by the Owners Corporation.
 - (ii) prior to the undertaking the Floor Works, provide access to their Lot for the purpose of an acoustic engineer undertaking acoustic testing to confirm that the installation of the proposed flooring will meet the required minimum star rating as set out in clause (2) (a) of this by-law before the Owner commences Floor Works. This is to ensure that the Owner will avoid having to remove the Floor Works if not compliant with clause 2 (a) of the by-law.

Undertaking Floor Works

- (5) Whilst the Floor Works are in progress the Owner of the Lot at the relevant time must:
 - (i) use duly licensed employees, contractors or agents to conduct the Floor Works;
 - (ii) ensure the Floor Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards (except with respect to the minimum star rating as specified in clause (2) above will apply);
 - (iii) effect and maintain Works Insurance and provide a copy to the Owners Corporation;
 - (iv) ensure the Floor Works are carried out expeditiously and with a minimum of disruption;
 - (v) carry out the Floor Works between the hours permitted by local council. No Floor Works are to be carried out on a Sunday or public holiday unless they are silent works;
 - (vi) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
 - (vii) not allow tradesperson and contractors at any time to park on Common Property without the written consent of the Owners Corporation;
 - (viii) not allow waste bins or skips to be placed on or near the Common Property without the prior written consent of the Owners Corporation;

- (ix) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Floor Works to be conducted on the Common Property;
- (x) protect all affected areas of the Building outside the Lot from damage relating to the Floor Works or the transportation of construction materials, equipment and debris;
- (xi) ensure that the Floor Works do not interfere with or damage the Common Property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (xii) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (xiii) observe all the other by-laws applicable to the strata scheme at all times, and specifically **By-law 19 – Building Works**.

After Floor Works are Undertaken

- (6) After the Floor Works have been completed the Owner must without unreasonable delay:
 - (i) notify the Owners Corporation that the Floor Works have been completed;
 - (ii) notify the Owners Corporation that all damage, if any, to Lot and Common Property caused by the Floor Works and not permitted by this by-law has been rectified;
 - (iii) provide access to their Lot for the purpose of an acoustic engineer undertaking acoustic testing to demonstrate that this by-law has been complied with. The acoustic testing must be completed within 30 days of the completion of the Floor Works
- (7) Where the Owner fails to be compliant with clause 2 of the by-law, the Owner must within 21 days of notice from the Owners Corporation, rectify the acoustic issue, pay any additional costs for tests or assessments and provide access to the Lot for the Owners Corporation to complete relevant acoustic testing.

General Conditions

- (8) The Owner must:
 - (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Floor Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements.
 - (ii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
 - (iii) comply with the provision of the Home Building Act 1989.
- (9) The Floor Works must:
 - (i) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
 - (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

Owner's Obligations

- (10) An Owner must:
 - (i) properly maintain, replace and keep in good and serviceable repair any Floor Works installed by them;
 - (ii) properly maintain and upkeep those parts of the Common Property in contact with the Floor Works;
 - (iii) repair and/or reinstate the Common Property or personal property of the Owners Corporation to its original condition if the Floor Works are removed or relocated; and

- (iv) indemnify and keep indemnified the Owners Corporation against any costs of losses arising out of the installation, use, repair, replacement or removal of any Floor Works including any liability in respect of the property of the Owner.
 - (v) indemnify and keep indemnified the Owners Corporation against liability under **section 122 (6)** of the **Strata Schemes Management Act 2015** in respect of repair of the Common Property attached to, or only accessible from, the Floor Works.
- (11) No matter if **By-law 19 - Building Works** is repealed or amended, the Owner shall always remain responsible for the cost of installing, repairing, maintaining and replacing (when necessary) the Floor Works undertaken pursuant to this by-law.

Breach of By-law

- (12) If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:
- (i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
 - (ii) apply the Bond towards costs incurred by the Owners Corporation to carry out that work;
 - (iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
 - (iv) recover any costs from the Owner as a debt due.

Removal of Floor Works

- (13) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (1) and (2) above also apply in relation to that removal.
- (i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
 - (ii) apply the Bond towards costs incurred by the Owners Corporation to carry out that work;
 - (iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
 - (iv) recover any costs from the Owner as a debt due.
- (14) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (1) and (2) above also apply in relation to that removal.

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

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

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

Special By-Law 1 – Short-Term Letting (AQ691848Y)

SECTION ONE - GENERAL

1.1 Type of by-law

This by-law is made in accordance with sections 143 and 141 of the *Strata Schemes Management Act 2015* (NSW) (as amended or replaced from time to time).

SECTION TWO - DEFINITIONS

1.2 Definitions

In this by-law, these terms (in any form) mean:

Lot where used in this by-law, means a lot in the Strata Plan.

Occupier means the occupier, lessee or licensee of the Lot for the time being (not being the Owner of the Lot).

Owner means the owner for the time being of the Lot and includes any mortgagee in possession. Where there is more than one owner, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation created on registration of the Strata Plan.

Short-Term Letting means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the regulations to be a short-term rental accommodation arrangement.

Strata Plan means strata plan registered number 96192.

SECTION THREE – RESTRICTIONS

1.3 Restrictions of short-term letting

- (a) The Owner or Occupier is not permitted to use their Lot for Short-Term Letting unless the Lot is the principal place of residence of the Owner or Occupier who is granting the right to occupy the Lot.
- (b) The Owner or Occupier is permitted to use their Lot for Short-Term Letting provided that the Lot is the principal place of residence of the Owner or Occupier who is giving the right of occupation.

Special By-Law 2 – Window Safety Devices (AQ691848Y)

SECTION ONE – GENERAL

1.1 Type of by-law

This by-law is made in accordance with sections 143 and 141 of the *Strata Schemes Management Act 2015* (NSW) (as amended or replaced from time to time).

SECTION TWO – DEFINITIONS

1.2 Definitions

1.3 In this by-law, these terms (in any form) mean:

Authority means an authority of any kind and includes local government, semi-government and federal and state government authorities.

Building means the building or buildings within the Parcel.

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot where used in this by-law, means a lot in the Strata Plan.

Occupier means the occupier, lessee or licensee of the Lot for the time being (not being the Owner of the Lot).

Owner means the owner for the time being of the Lot and includes any mortgagee in possession. Where there is more than one owner, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation created on registration of the Strata Plan.

Remedial Works means repair, maintenance, removal or replacement of the Window Safety Device and any other item installed as part of the Works, and/or Common Property affected by the Works.

Strata Plan means strata plan registered number 96192.

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

Window means the following:

- (a) a Common Property window in a Lot that can be opened;
- (b) the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and
- (c) that internal floor is 2m or more above the external surface of the ground below the window.

An illustration of the above is **attached to this by-law and marked Annexure "A"**.

Window Safety Device means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram force):

- (a) a child safety device including but not limited to a child safety lock and stopper that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm;
- (b) the device is robust and childproof; and
- (c) excludes ordinary flyscreens.

Works means the installing of affixing of a Window Safety Device on a Window in accordance with the NSW Fair Trading Window Safety Device Requirements Fact Sheet **attached to this by-law and marked Annexure "B"**.

SECTION THREE – CARRYING OUT THE WORK

1.4 Carrying out the Work and/or Remedial Work

- (a) The Owner is responsible for carrying out the Works and/or Remedial Works in their Lot and will pay the Costs of carrying out the Works and/or Remedial Works.
- (b) The Owner is responsible for and must carry out Remedial Works when and where necessary.
- (c) The Owner must not remove or interfere with any existing locks and/or stoppers. Any locks and/or stoppers which have been removed or damaged must be replaced immediately at the Owner's cost.
- (d) When carrying out the Works and/or Remedial Works, the Owner must:
 - (i) ensure the Work and/or Remedial Works is carried out in a proper and workmanlike manner;
 - (ii) use only qualified and where appropriate, licensed tradesmen;
 - (iii) ensure the Works and/or Remedial Works is carried out without undue delay;
 - (iv) ensure no materials, tools, rubbish or debris are left lying about the Building;
 - (v) cause as little disturbance as is practicable to other Owners and Occupiers;
 - (vi) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
 - (vii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;

- (viii) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage;
 - (ix) transport all construction material, equipment, debris and other material, in the manner and at the times directed by the Owners Corporation;
 - (x) protect all affected areas of the Building outside the Lot from damage by the Remedial Work or the transportation of construction material, equipment, debris and other material; and
 - (xi) only perform the Works and/or Remedial Works within the times permitted by any Development Consent, but in any event not before 7:00am Monday to Friday and not after 5:00 pm Monday to Friday (or such other times as may be determined by the Owners Corporation from time to time).
- (e) If Common Property is damaged due to the Works and/or Remedial Works, the Owner will pay the Costs of rectifying the damage.
- (f) The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.

1.5 Indemnity

The Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation:

- (a) in connection with the Works and/or Remedial Works; and
- (b) arising out of damage to property (including without limitation the Common Property) or injury to persons as a result of carrying out the Works and/or Remedial Works or resulting from the Works and/or Remedial Works once installed.

1.6 Right in Owners Corporation to remedy

At its election, the Owners Corporation may:

- (a) perform any obligation on the Owner in this by-law which the Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and

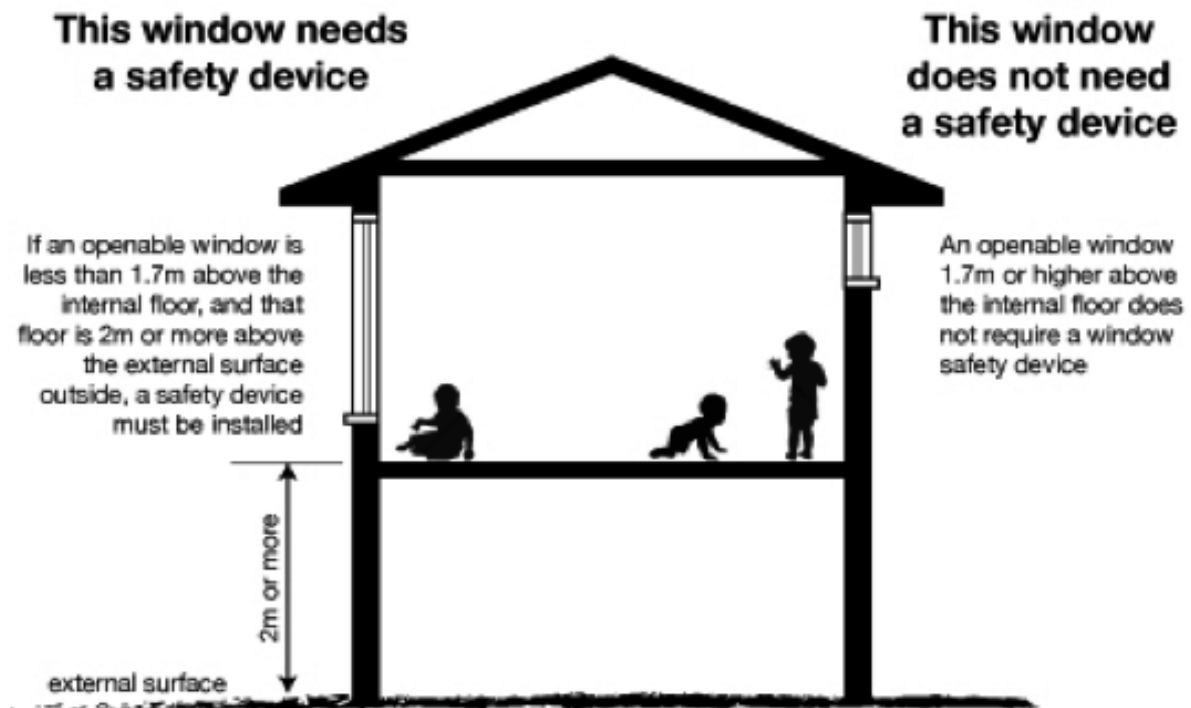
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the same rate per annum as unpaid levies, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

SECTION FOUR – REPAIR AND MAINTENANCE

1.7 Owner's obligations

The Owner is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those parts of the Work which are attached to or form part of the Common Property.

Annexure "A"



Annexure "B"

FACT SHEET

July 2017

Window safety device requirements

In strata schemes

To prevent children falling from windows, all strata buildings in NSW must be fitted with devices that enable the maximum window openings to be limited to 12.5cm. Owners corporations must have devices installed on all common property windows above the ground floor by 13 March 2018. The safety devices must be robust and childproof.

Residents will still be able to open their windows. However, they will have the security of knowing that when the devices are engaged, children will be protected.

Are there any alternatives to locks?

The alternative is security screens, such as bars or grills on the windows so long as they have gaps no bigger than 12.5cm. Flyscreens do not comply unless they are the reinforced security type and capable of resisting the very strong outward pressure which would prevent a child falling through.

For a handy window safety product guide, visit the Kids Don't Fly page on the Kids Health website at www.kidshealth.schn.health.nsw.gov.au. Information is provided in 11 languages.

Which windows does this apply to?

The laws apply to openable windows more than 2m above the ground floor outside and within a child's reach (less than 1.7m above the inside floor) – see the diagram below.

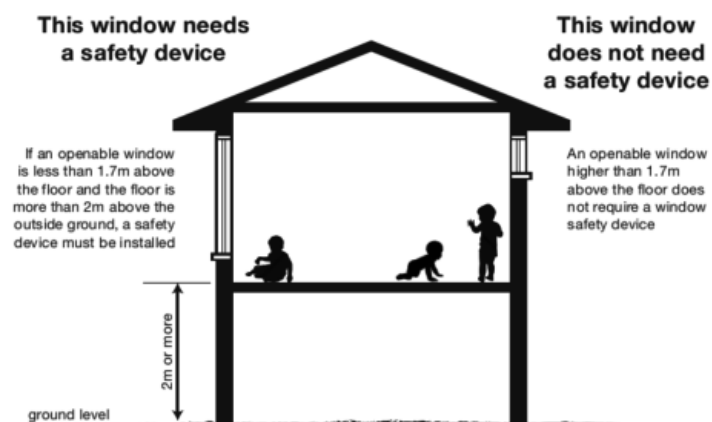
The details are explained in the Strata Schemes Management Regulation 2016.

When do the locks need to be installed?

If the window safety requirements are not met by 13 March 2018, owners corporations face fines. Leaving it to the last minute places your scheme at risk of not complying by the due date and leaves young children vulnerable to falls from windows in your scheme.

Lot owners may install a window safety device in their property at any time, letting the owners corporation know. Tenants must get written permission from their landlord before installing locks that require drilling. Landlords cannot refuse a tenant's request unless they have a very good reason.

Watch our 'Window locks and your rights' video for details on your rights and obligations as a tenant, landlord or strata owner when it comes to installing locks, available from our website and YouTube channel.



www.fairtrading.nsw.gov.au



Will this mean the windows will never be able to open?

No. A window lock that allows the window to be fully opened, fully closed and also locked at 12.5cm complies with the legislation. When children are in the unit or townhouse, or on all common access areas such as stair landings, it makes sense to engage the locks at 12.5cm or less at all times to prevent falls.

How can we arrange for locks in our scheme that won't cost a fortune?

Window safety devices can be easy and cheap to install. It is not necessary to hire a consultant to do an initial assessment. Owners corporations may simply get quotes from a range of appropriately qualified tradespeople and then choose the best one. Refer to our short 'Window locks save lives' video series including a step-by-step DIY video 'How to install window locks', available from our website and YouTube channel.

If the windows have grills over them, do they still need locks?

If the grills or bars over the windows are no more than 12.5cm apart in width then they may comply with the regulation. The law requires the window safety devices to be robust and childproof. Remember, ordinary flyscreens do not comply as they are not strong enough to stop a child falling through a window and can provide a false sense of security.

Will the safety devices be included in the Tenancy Condition Report?

Landlords and tenants entering into a new tenancy agreement must use an up-to-date Residential Tenancy Condition Report which lists window safety devices. You can download the new condition report from the Forms page.

Where can I get more information?

If you are a renter, go to the Asking to make an alteration page for information about making minor changes to your home including installing window locks.

If you are a landlord, go to the Alteration requests from your tenant page for more information.

If you own a strata unit, more information about your rights and responsibilities is available from the Repairs and maintenance in a strata scheme page.

If you need more details about the laws, you can refer to the *Strata Schemes Management Act 2015* No 138 or call us on 13 32 20.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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Special By-law 3 – Recovery of Costs

A. Recovery of Costs for Damage to the Common Property

- (1) This by-law provides that the Owners Corporation can, recover from the Owner any Loss to the Owners Corporation caused as a result of the Owner or the Owner's Occupier, or Visitor causing damage to the common property.
- (2) Any Loss may be recovered by the Owners Corporation from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the Loss is made good.
- (3) The Owners Corporation must provide sufficient evidence, in the form of video footage, photograph or affidavit to the Owner that any damage to the common property was caused by the Owner or the Owner's Occupier, or Visitor.

B. Recovery of Costs of Investigation and Lot Maintenance and Repair

- (1) The Owners Corporation may recover from an Owner the cost of inspection by the Owners Corporation, its agents, employees or contractors, caused by the Owner, or the Owner's tenant(s), failure to provide access to the lot for the purpose of complying with section 122 of the Act, being –
 - (a) work required or authorised to be carried out by the Owners Corporation in accordance with the Act (including work relating to window safety devices as required under section 118 and rectification work carried out under Part 11);
 - (b) work required to be carried out by the Owners Corporation by a notice given to it by a public authority; and
 - (c) work required or authorised to be carried out by the Owners Corporation by an order under the Act.
- (2) The cost for failed inspections as specified under **clause B. (1)** above, and any fines incurred by the Owners Corporation, will be a debt due to the Owners Corporation on demand, and will be divided between all Owners that –
 - (a) fail to provide access to an authorised person; or
 - (b) the actions of the Owner(s) or their tenant (s), has caused fines to be incurred by the Owners Corporation.
- (3) An Owner will be liable for any costs (legal and/or any other costs) incurred by the Owners Corporation for defending any prosecution for an offence under section 118, 122 and Part 11 of the Act occasioned by the Owner(s) or the Owner's tenant(s), for a failure to provide access to a person authorised to carry out an inspection required to exercise the Owners Corporation function under the Act and any other applicable laws.

C. Recovery of Costs for Inspection and Fire Safety Compliance

- (1) The Owners Corporation may recover from an Owner the cost of inspection by the Owners Corporation, its agents, employees or contractors, caused by the Owner, or the Owner's tenant(s), failure to provide access to the lot for the purpose of complying with section 123 of the Act and for purposes relating to fire safety.

- (2) The Owners Corporation may recover from any Owner all fines incurred for failing to provide an Annual Fire Safety Statement under the *Environmental Planning and Assessment Regulations 2000* occasioned by the Owner for a failure to provide access to a person authorised to carry out an inspection under the *Environmental Planning and Assessment Act 1979*.
- (3) The cost for failed inspections as specified under **clause C. (1) and (2)** above, and any fines incurred by the Owners Corporation, will be a debt due to the Owners Corporation on demand, and will be divided between all Owners that –
 - (a) fail to provide access to an authorised person; or
 - (b) the actions of the Owner(s) or their tenant (s), has caused fines to be incurred by the Owners Corporation.
- (4) An Owner will be liable for any costs (legal and/or any other costs) incurred by the Owners Corporation for defending any prosecution for an offence under section 123 of the Act occasioned by the Owner(s) or the Owner's tenant(s), for a failure to provide access to a person authorised to carry out an inspection required to exercise the Owners Corporation function under the Act and any other applicable laws.

D. False Fire Alarm Fees

- (1) The Owners Corporation may recover from any Owner or Occupier of a lot, as a debt due to the Owners Corporation on demand, any chargeable False Alarm fees imposed by the Commissioner under the *Fire Brigades Regulation 2008* occasioned by an Owner or Occupier.
- (2) The Owners Corporation may recover from any Owner or Occupier of a lot, as a debt due to the Owners Corporation on demand, any costs associated with the False Alarm caused by the Owner or Occupier, including any damage to the common property, such as the removal or damage of a door to access a lot or the common property, occasioned as a result of the False Alarm.

E. Insurance Excess

- (1) An Owner shall be responsible to pay any insurance excess incurred by the Owners Corporation in respect of any Lot Property Item, except where the damage occurred because of the Owners Corporation's particular negligent action(s) or failure to maintain the common property.
- (2) The Owners Corporation reserves the right to recovery the insurance excess referred to in **clause D. (1)** of this by-law from the Owner directly responsible for the insurance excess incurred and any additional payments must be paid by the Owner within seven (7) days of notice in writing from the Owners Corporation.

F. Defined Terms and Interpretation

- (1) "**Act**" being the *Strata Schemes Management Act 2015* and any subsequent legislation.
- (2) "**False Alarm**" means false alarm resulting from any activation of the fire control alarm except in the course of a test of which prior notice was given to a fire brigade officer and that the Commissioner is satisfied was properly carried out, and it is the second or subsequent occasion of any such false alarm by the alarm during any period of 60 days.

(3) **"Loss"** means any of the following –

- (a) the cost of repair and/or reinstatement of the common property incurred by the Owners Corporation as a result of the Owner or the Owner's occupier, tenant or visitor causing damage to the common property and or the Owners Corporation's personal property;
- (b) any clean-up costs incurred by the Owners Corporation as a result of the Owner or the Owner's occupier, tenant or visitor causing damage to the common property and or the Owners Corporation's personal property;
- (c) any rubbish removal costs incurred by the Owners Corporation as a result of the Owner or the Owner's occupier, tenant or visitor keeping, depositing, storing or dumping any item on the common property, where the Owners Corporation have given reasonable notice requesting removal and that Owner or the Owner's occupier or tenant does not remove such item;
- (d) administration costs to the Owners Corporation incurred in managing and resolving any damage or loss caused to the common property and or the Owners Corporation's personal property; and
- (e) any other reasonable costs incurred by the Owners Corporation as a result of the Owner or the Owner's occupier, tenant or visitor causing damage to the common property and or the Owners Corporation's personal property.

(4) **"Lot Property Item"** means an item that is only used by one Owner, including –

- (a) Air conditioning units, garage doors, hot water units and any other Owner's fixtures and improvements which are the Owner's responsibility under the Registered By-laws of the scheme, and by virtue of Strata's Residential Strata insurance policy definitions, are not insurable items in terms of the Owner's Home Contents insurance policy, and which are insured in the terms of the Strata's Residential Strata insurance policy;
- (b) Building Works undertaken by an Owner which were unauthorised and /or are approved by the Owners Corporation under the Registered By-laws and insured in terms of the Strata's Residential Strata insurance policy; and
- (c) Items or actions which the Owner would be responsible that cause damage to the Lot and common property, such as failure to replace old flexi hoses, items left in sink/ drains which cause blocking or flooding, throwing nappies or other non-flushable items in the toilet, damage caused by Owner's vehicles and other actions causing damage as a direct result of the Owner or their Occupier's actions.

(5) **"Owner"** means any Owner or Owners of a lot from time to time on strata plan 96192.

(6) **"Occupier"** means an occupier, tenant, lessee, licensee, sub-lessee, or sub-licensee of a lot from time to time on strata plan 96192.

(7) **"Visitor"** means an invitee of the Owner or Occupier on strata plan 96192.

(8) In this by-law, **"failure to provide access"** also includes any Owner or Occupier who refuses to allow access or could not be contacted by the Owners Corporation.

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



The seal of The Owners-Strata Plan No 96192 was affixed on 31/05/2023 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): Phillip Court

Name(s) [use block letters]: Phillip Court Electronic signature of me, Phillip Court, affixed by me on May 31 2023 09:14 AEST

Authority: Strata Managing Agent

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No96192..... was affixed on ^ 31/05/2023 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: Phillip Court Name: Phillip Court Authority: Strata Managing Agent

Electronic signature of me, Phillip Court, affixed by me on May 31 2023 09:14 AEST

Signature: Name: Authority:

^ Insert appropriate date



PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 796173
Your Reference: TGL:2025:409-#171291322#
Contact No.

Issue Date: 28 August 2025
Certificate No: 25/04315

Issued to: Infotrack Pty Ltd
Level 8 135 King Street
SYDNEY NSW 2000

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: CASTLEREAGH

Location: 301/81A Lord Sheffield Circuit PENRITH NSW 2750

Land Description: Lot 20 SP 96192

- PART 1 PRESCRIBED MATTERS -

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

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

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

The following Local environmental planning instruments apply to the land:

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

The following State environmental planning instruments apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural areas*.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water*

Catchments - (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)

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

State Environmental Planning Policy (Housing) 2021.

State Environmental Planning Policy (Industry and Employment) 2021, Chapter 3 - *Advertising and signage*.

State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development*.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts*.

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State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis*.
State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development*.
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development*.
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land*.
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries*.
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities*.
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Biodiversity and Conservation) 2021, *Chapter 13 - Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

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

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

A Planning Proposal to amend Penrith Local Environmental Plan 2010 (LEP 2010) applies to this land. The Planning Proposal - Employment Zones review, seeks to amend LEP 2010 to align with Council's review of employment lands across the city. See www.yoursaypenrith.com.au for details.

Draft State Environmental Planning Policy (Housing) 2021 applies to this land.
Draft State Environmental Planning Policy (Transport and Infrastructure) 2021 applies to this land.
Draft State Environmental Planning Policy (Planning Systems) 2021 applies to this land.
Draft State Environmental Planning Policy (Precincts - Western Parkland City) 2021 applies to this land.
Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to this land.
Draft State Environmental Planning Policy (Biodiversity and Conservation) 2021 applies to this land.

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2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

For each environmental planning instrument or draft environmental planning instrument referred that includes the land in a zone (however described):

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

Zone E1 Local Centre (Penrith Local Environmental Plan 2010)

1 Objectives of zone

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To provide retail facilities for the local community commensurate with the centre's role in the local and regional retail hierarchy.
- To create opportunities to improve the public domain and encourage the integration of centres with public transport and pedestrian networks.
- To promote development that is of a size and scale that is appropriate to meet local needs and does not adversely affect the amenity or character of the surrounding residential neighbourhood.

2 Permitted without consent.

Home occupations

3 Permitted with consent.

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Environmental protection works; Flood mitigation works; Function centres; Home businesses; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals

4 Prohibited

Any other development not specified in item 2 or 3

Note: On 26 April 2023, the NSW Government made changes to clause 2.1 Land use zones of the Standard Instrument - Principal Local Environmental Plan (2006). All Business zones B1, B2, B3, B4, B5, B6, B7 and B8 along with Industrial zones IN1, IN2, IN3 and IN4 have now been replaced with

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Employment zones E1, E2, E3, E4, E5, MU1, SP4, SP5 and W4 respectively. This change occurred across all standardised local environmental plans that are in force across New South Wales.

2(c) whether additional permitted uses apply to the land,

(Information is provided in this section only if environmental planning instruments apply additional permitted use provisions to this land.)

Use of certain land at Lord Sheffield Circuit, Penrith

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

Additional information relating to Penrith Local Environmental Plan 2010

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

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

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

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

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

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

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

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

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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(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.

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

2(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

(Information is provided in this section only if the land is identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.)

2(f) 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(g) 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.)

3 CONTRIBUTIONS PLANS

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith excluding land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

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, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *St Marys*, Waterside, Thornton, the WELL Precinct, Glenmore Park Stage 1 and 2, and Erskine Park) and land identified by Glenmore Park Stage

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3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

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 and land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

The Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies to the Greater Sydney region which includes the Penrith Local Government Area, with the exception of the Western Sydney Aerotropolis Precinct. Please refer to www.legislation.nsw.gov.au for further information.

4 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 above mentioned 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 above mentioned 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.

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PATTERN BOOK DEVELOPMENT CODE

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

Complying development under the Pattern Book Development Code may be carried out on the land if the land is within one of the abovementioned zones.

GREENFIELD HOUSING CODE

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

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS CODE

(The Industrial and Business Buildings Code only applies if the land is within E1, E2, E3, E4, E5, MU1, B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4, SP1, SP2, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Industrial and Business Buildings Code may be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

(The Container Recycling Facilities Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, E1, E2, E3, E4, E5, MU1, IN1, IN2, IN3, IN4, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

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Complying development under the Container Recycling Facilities 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.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

(The Agritourism and Farm Stay Accommodation Code only applies if the land is within Zones RU1, RU2 and RU4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Agritourism and Farm Stay Accommodation Code may be carried out on the land.

FIRE SAFETY CODE

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

NOTE:

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

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

5 EXEMPT DEVELOPMENT

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Use and Structures Exempt Development Code may be carried out on the land

PLANNING CERTIFICATE UNDER SECTION 10.7

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6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware that an affected building notice or a building product rectification order in force for the land that has not been fully complied with, or a notice of intention to make a building product rectification order given in relation to the land is outstanding.)

7 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 an authority of the State, as referred to in the Act, section 3.15.

8 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.

9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes, the land or part of the land is within the flood planning area and subject to flood related development controls.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Yes, the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Note - The land is subject to Clause 5.21 in Penrith Local Environmental Plan 2010 and Penrith Development Control Plan 2014 Section C3.5 Flood Planning. On application and payment of the prescribed fee Council may be able to provide in writing a range of advice in regard to the extent of flooding affecting the land.

10 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 sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

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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 sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land, under section 10.3 of the Act.

12 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))

13 MINE SUBSIDENCE

The land is not declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

14 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.)

15 PROPERTY VEGETATION PLANS

(Information is provided in this section only where a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 3, but only where Council has been notified of the existence of a plan, by the person or body that approved the plan under that Act.)

16 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.)

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Note - Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

17 BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.)

Note - Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

18 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.)

19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

(Information is provided in this section only If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.)

20 WESTERN SYDNEY AEROTROPOLIS

Whether the land is subject to planning considerations under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4:

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Shown on the Lighting Intensity and Wind Shear Map	No
(c)	Shown on the Obstacle Limitation Surface Map	No
(d)	In the “public safety area” on the Public Safety Area Map	No
(e)	In the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	No

21 DEVELOPMENT CONSENT FOR SENIORS HOUSING

(Information is provided in this section only If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

**22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT
CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(Information is provided in this section only if:

(1) there is a current site compatibility certificate under the *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which council is aware, in respect of proposed development on the land; and/or

(2) *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land and conditions of a development consent in relation to the land that are of a kind referred to in the Policy, section 21(1) or 40(1).

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).)

23 WATER OR SEWERAGE SERVICES

Water or sewerage services under the Water Industry Competition Act 2006 (WIC Act) are not required to be provided on this land.

24 SPECIAL ENTERTAINMENT PRECINCT

(Information is provided in this section only if any part of the land is located within a special entertainment precinct as defined in section 202B of the *Local Government Act 1993*.)

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

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

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

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

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

Note:

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

Additional matters that consent authority must consider

Clause 61(6) of *Environmental Planning and Assessment Regulation 2021* (the Regulation) applies to the land. Relevantly this clause provides:

(6) In determining a development application for development for the erection of a building for residential purposes on land in Penrith City Centre, within the meaning of Penrith Local Environmental Plan 2010, the consent authority must consider the Development Assessment Guideline: An Adaptive Response to Flood Risk Management for Residential Development in the Penrith City Centre published by the Department on 28 June 2019.

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

Clause 61(1)-(6) of the Regulation may also apply to the land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Notes:

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 2021.

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

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

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

Contact Council for details as to obtaining the additional information.

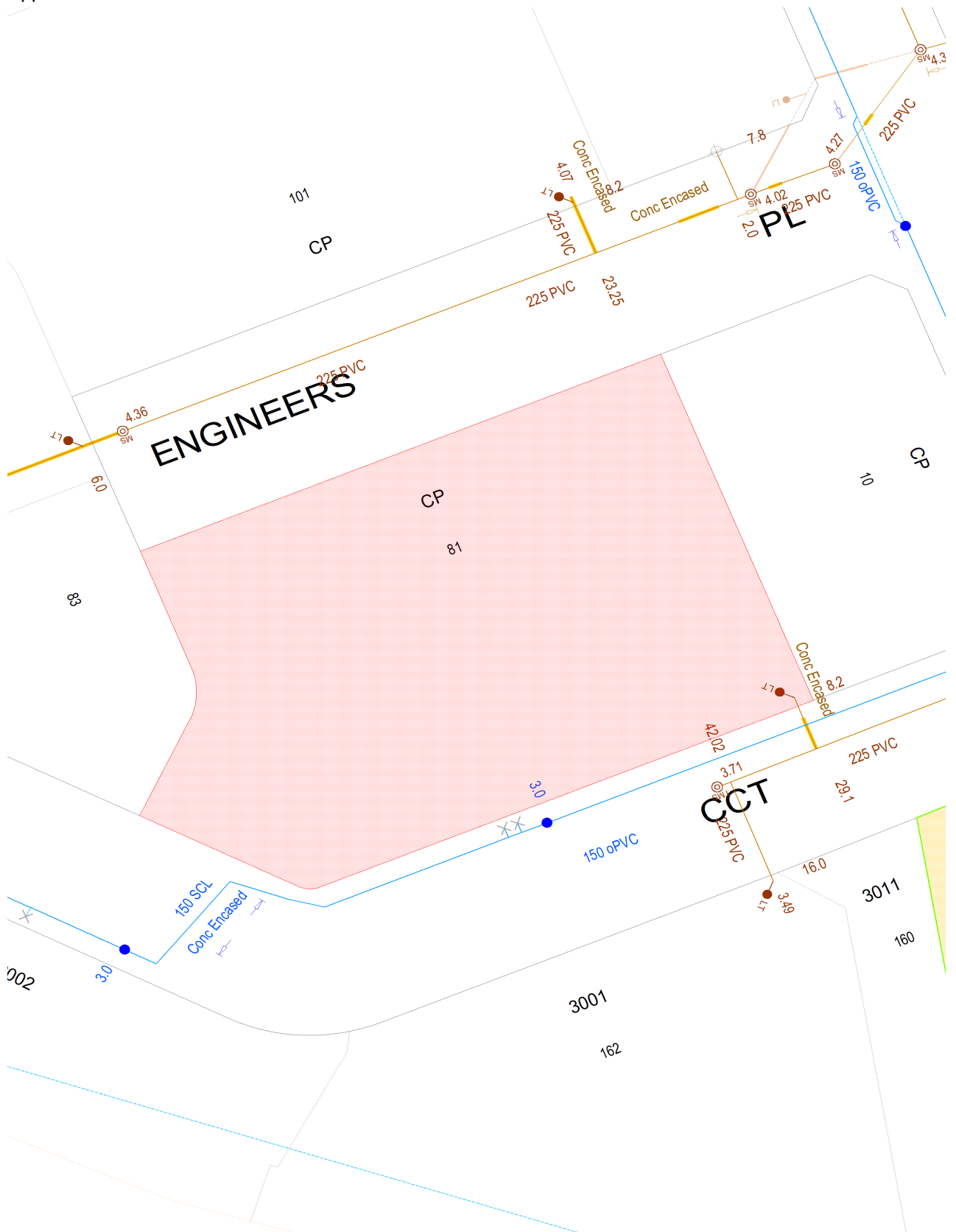
Andrew Moore
General Manager

per



Service Location Print

Application Number: 8004575695



Document generated at 26-08-2025 10:41:45 AM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

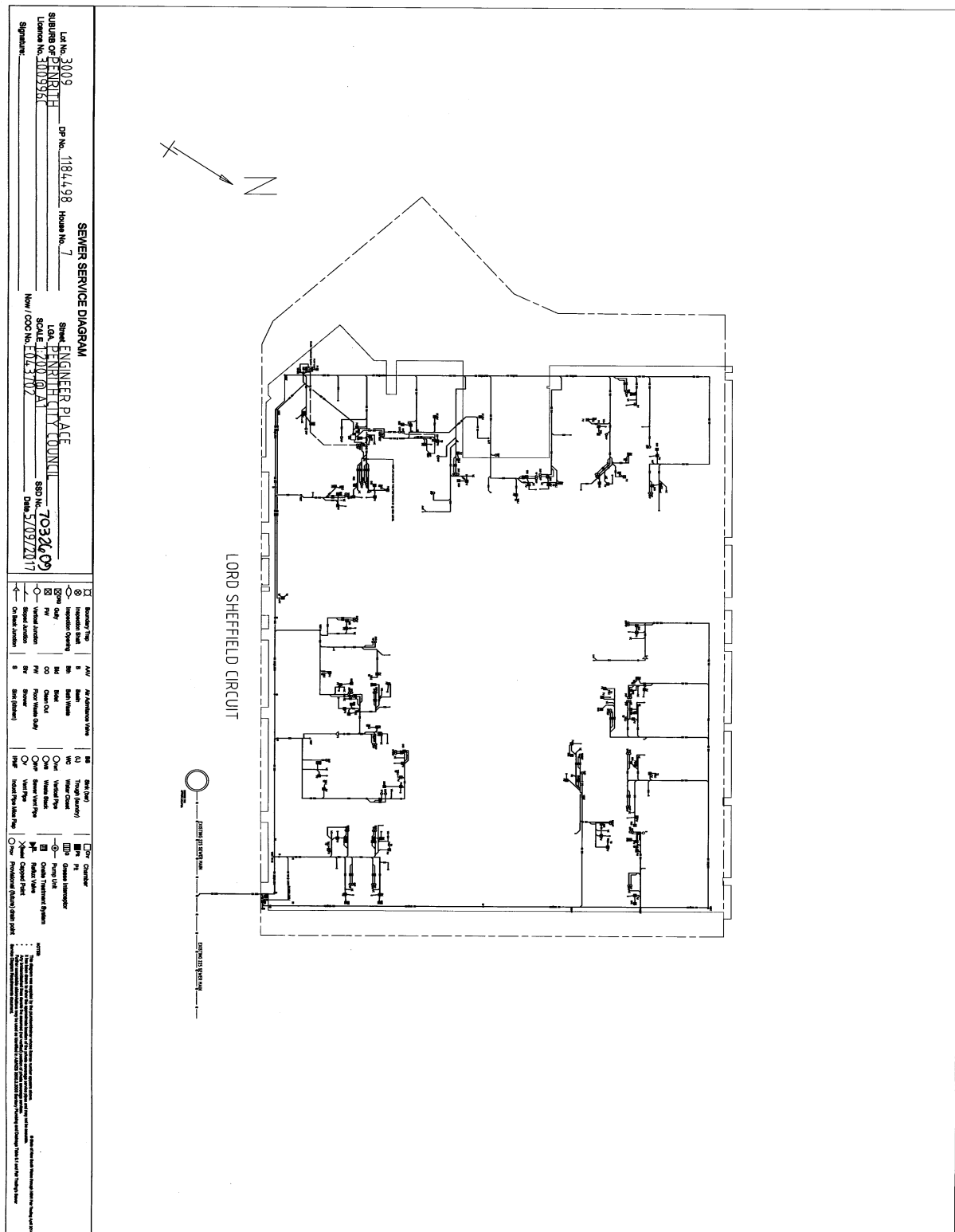
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Sewer Service Diagram

Application Number: 8004575705



Document generated at 26-08-2025 10:41:49 AM

Disclaimer

Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on

22/01/2025

at

New South Wales

Between

Landlord *[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]*

Name/s Nathan Cornwell

A.B.N. (if applicable)

Contact Details: Nathan.Cornwell.1094760opl1380933@our.property

If not in NSW, the State, Territory or country (If not in Australia) the landlord normally resides in: NSW

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

[Insert business address or residential address of landlord(s)]

75 Alexander Street,

Crows Nest NSW 2065

Note. These details must be provided for landlord(s) if there is no landlord's agent.

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

75 Alexander Street,

Crows Nest NSW 2065

Tenant *[Insert name of tenant(s) and contact details]*

Name/s Adam Kirkwood

Contact Details:

Name/s Katherine Wardani

Contact Details:

Landlord's agent details: *[Insert name of landlord's agent (if any) and contact details]*

Licensee Morton Management Services P/L as Trustee for Morton Managements Unit TrustACN41226986859

Licence Number 10091663

A.B.N. 41226986859

Address 75 Alexander Street,

Crows Nest NSW

Postcode 2065

Phone 1300858221

Email info@morton.com.au

Tenant's agent details: *[Insert name of tenant's agent (if any) and contact details]*

Name/s	NIL	A.B.N.	NIL	
Address				NIL
Postcode				NIL
Phone	NIL	Email	NIL	

Term of agreement:

The term of this agreement is
Starting on and ending on

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*

Residential premises:

The residential premises are *[Insert address]*:

Address			301/81A Lord Sheffield Circuit		
Suburb	Penrith	State	NSW	Postcode	2750

The residential premises include: *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

Car space #71	Storage #29
---------------	-------------

The residential premises **do not include:** *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

--

Rent: fortnight payable in advance starting on

Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

a. Direct Debit:

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

b. Credit/Debit card:

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

c. Wallet:

Payment is to be processed via OurProperty Payments.

d. Manual EFT:

Payment is to be processed via OurProperty Payments.

e. Direct Debit Control:

Payment is to be processed via OurProperty Payments.

f. Post Office:

Payment is to be processed at an Australia Post office with a supplied barcode for each payment. Payment can be made by Cash or EFTPOS.

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant. Payment methods available and any associated charges are subject to change over the course of the lease.

RENTAL BOND *[Cross out if there is not going to be a bond]*

A rental bond (HELD) of \$ 2520.00 must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

✓ NSW Fair Trading through Rental Bond Online.

Note: All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 persons may ordinarily live in the premises at any one time.

Names of Approved Occupants

Adam Kirkwood

Katherine Wardani

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs:	All In One Electrical Solutions	Telephone:	0403 874 005
Plumbing repairs:	Total Plumbing	Telephone:	0403915131
Other repairs:	Protech Locksmiths & Security	Telephone:	(02) 4722 8288

Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13

✓ Yes ☐ No

Will the tenant be required to pay for water supplied by a Central Thermal Plant ?

✓ Yes ☐ No

The tenant understands and accepts that there is a Central Thermal Plant installed at the complex, which supplies the energy source to heat water for the residential units. The use of this service is metered to each unit individually and so the tenant agrees and accepts to pay the quarterly usage charges for the duration of their tenancy

Utilities

Is electricity supplied to the premises from an embedded network?

✓ Yes ☐ No

Is gas supplied to the premises from an embedded network?

☐ Yes ✓ No

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

- ☒ Hardwired smoke alarms
☐ Battery operated smoke alarms

Alkaline X 1;

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☐

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☒

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

Lithium

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☒

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? ☐ If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional] [Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the Residential Tenancies Act 2010 being given or served on them by email. The Electronic Transactions Act 2000 applies to notices and other documents you send or receive electronically.

You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50

[Specify email address to be used for the purpose of serving notices and documents.]

Nathan.Cornwell.1094760opl1380933@our.property

Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50

[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019 apply to this agreement. Both the landlord and the tenant must comply with these laws

The Agreement

Right to occupy the premises

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under '**Residential Premises**'.

Copy of Agreement

2. **The landlord agrees** to give the tenant:

- 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
- 2.2 a copy of this a agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3. The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

Rent increases

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period

7. The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

Rent reductions

8. The landlord and the tenant agree that the rent abates if the residential premises:

- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.

9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and

10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and

10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and

10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in the *Residential Tenancies Act 2010*.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres per minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the premises

14. The landlord agrees:

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

15. The landlord agrees:

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement

if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note1 . Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

a) are structurally sound, and

b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and

c) have adequate ventilation, and

d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

e) have adequate plumbing and drainage, and

f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note2 . Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

a) are in a reasonable state of repair, and

b) with respect to the floors, ceilings, walls and supporting structures - are not subject to significant dampness, and

c) with respect to the roof, ceilings and windows - do not allow water penetration into the premises, and

d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

Urgent repairs

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are **urgent repairs** are defined in the Residential Tenancies Act 2010 and are defined as follows:

- a. a burst water service,
- b. an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- c. a blocked or broken lavatory system,
- d. a serious roof leak,
- e. a gas leak,
- f. a dangerous electrical fault,
- g. flooding or serious flood damage,
- h. serious storm or fire damage,
- i. a failure or breakdown of the gas, electricity or water supply to the premises,
- j. a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- k. any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and tenant agree:

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8 or 24.9 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry

26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note . See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is '**published**'

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:

- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. **The landlord agrees:** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and tenant agree that:

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.

36. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change

within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and

37.5 if the state, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.

39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

[Cross out this clause if no rental bond is payable]

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

42. The landlord agrees to

42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note1. Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees to

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is

responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

52. **The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are **negotiable**.]

ADDITIONAL TERMS - PETS

[Cross out clauses if not applicable]

53. **The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

-

54. **The tenant agrees**

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4 to comply with any council requirements.

55. **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

56. **The landlord and tenant**

- 56.1 **agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated (*insert a date if the landlord and and tenant agree to this clause*) *forms part of this agreement*,
- 56.2 **acknowledge** that the tenant's responses in that condition report form part of this agreement, and
- 56.3 **agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

57. Further to clauses 16 and 17 and subject to any applicable by-law, **the tenant agrees:**

- 57.1 to use the residential premises for residential purposes only;
- 57.2 not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
- 57.3 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 57.4 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 57.5 to wrap up and place garbage in a suitable container;
- 57.6 to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 57.7 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 57.8 to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 57.9 to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- 57.10 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 57.11 to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 57.12 not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 57.13 not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- 57.14 to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

58. **The tenant agrees:**

- 58.1 to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and
- 58.2 the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such

services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

ADDITIONAL TERM - RENT AND RENTAL BOND

59. The tenant agrees:

59.1 to pay the rent on or before the day which the term of this agreement begins; and

59.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

60. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

ADDITIONAL TERM - OCCUPANTS

61. The tenant agrees:

61.1 not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and

61.2 to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

ADDITIONAL TERM - TERMINATION

62. **The tenant acknowledges** that a notice of termination does not by itself end the tenant's obligations under this agreement.

63. The tenant agrees:

63.1 upon termination of this agreement, to:

(a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;

(b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and

(c) comply with its obligations in clause 18 of this agreement; and

63.2 that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

64. Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees** that an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

65. the landlord and the tenant agrees that

65.1 any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and

65.2 the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

Note : Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

Note : If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

66. The tenant acknowledges and agrees:

66.1 to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;

66.2 where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;

66.3 where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and

66.4 that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

ADDITIONAL TERM - SWIMMING POOLS

(This clause does not apply when there is no pool on the residential premises)

67. Unless otherwise agreed by the landlord and tenant in writing, The tenant agrees:

67.1 to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;

67.2 to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;

67.3 to keep the water level above the filter inlet at all times;

67.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;

67.5 not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and

67.6 to ensure that the pool safety gate or access door is self-closing at all times.

ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM

(for a fixed term of **less than 2 years**):

68. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

68.2. the rent increase can be calculated by the following method (set out details):

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM

(for a fixed term of **2 years or more**):

69. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:
the rent will be increased

69.1. to

69.2. the rent increase can be calculated by the following method (set out details):

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

Note: The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

70. For avoidance of doubt:

70.1 a condition report which accompanies this agreement, forms part of this agreement;

70.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

70.3 if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

71. **The tenant agrees:**

71.1 to reimburse the landlord, within 30 days of being requested to do so, for:

(a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;

(b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and

(c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

71.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and

71.3 to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

ADDITIONAL TERM - TENANCY DATABASES

72. **The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the

residential premises]

73. **The tenant agrees** agrees that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

74. **The landlord gives** no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

75. **The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

76. **The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

77. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

78. **The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

ADDITIONAL TERM - PRIVACY POLICY

79. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- (f) comply with any applicable law;
- (g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent,

which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

ADDITIONAL TERM - ACKNOWLEDGEMENTS

80. **The landlord and tenant each acknowledge** that

80.1. the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;

80.2. the additional terms and conditions may be included in this agreement only if:

(a) they do not contravene *the Residential Tenancies Act 2010 (NSW)*, *the Residential Tenancies Regulation 2019 (NSW)* or any other Act; and

(b) they are not inconsistent with the standard terms and conditions of this agreement; and

80.3. The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and/or conditions that are included in any annexure to this agreement.

SCHEDULE A

SPECIAL CONDITIONS - FLATS

Special Condition 1 - Vehicles

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

Special Condition 2 - Damage to lawns and plants on the common areas

The tenant must not, except with the prior written approval of the landlord:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or

(b) use for his or her own purposes as a garden any portion of the common area.

Special Condition 3 - Obstruction of common areas

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

Special Condition 4 - Noise

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

Special Condition 5 - Behaviour of tenants and invitees

(a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.

(b) The tenant must take all reasonable steps to ensure that their invitees:

(i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and

(ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

Special Condition 6 - Children playing on common areas in building

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

Special Condition 7 - Smoke penetration

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

(a) in an area designated as a smoking area by the landlord, or

(b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

Special Condition 8 - Preservation of fire safety

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas

Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials

(a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.

(b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Special Condition 10 - Appearance of flat

(a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.

(b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

Special Condition 11 - Cleaning windows and doors

(a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.

(b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

Special Condition 12 - Hanging out of washing

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)

(a) The tenant must:

- (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
- (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
- (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
- (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
- (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
- (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
- (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
- (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.

(c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 14 - Disposal of waste - shared bins (applicable where bins are shared by flats)

(a) The tenant must:

- (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
- (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
- (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
- (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.

(c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 15 - Change in use or occupation of flat to be notified

(a) The tenant must notify the landlord if the tenant changes the existing use of the flat.

(b) Without limiting Special Condition 15(a), the following changes of use must be notified:

- (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential

purposes); and

(ii) a change to the use of the flat for short-term or holiday letting.

(c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

Special Condition 16 - Compliance with planning and other requirements

(b) The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

Notes

NOTES

1. Definitions

in this agreement

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- **LAFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

Penrith

UNITS

1. The tenant acknowledges and accepts the property Special By-Laws which form part of this lease, which sets out the guidelines and By-Laws for the building and of which a copy has been emailed to the tenant.

2. The tenant acknowledges that as a part of this lease agreement, they have been provided with a Residential Premises Condition Report.

3. The tenant acknowledges that as a part of this lease agreement, they have been provided with a copy of the Tenant Information Statement.
4. For all maintenance and repair requests the tenant is required to log this on their OurTenant app using their smart phone or on their tenant portal via ourproperty.com.au
5. Emergency Repairs - Should you have an emergency plumbing, electrical or hot water issue after hours or on a weekend or public holiday please call a trade and have them attend. Emergency trades are listed on your lease agreement.
6. If the tenant requests maintenance to be attended to, a maintenance call is booked and access is arranged with the tenant. If the tenant denies access to the apartment on the scheduled day the tenant will be charged for the service call.
7. Ending the Tenancy. When the fixed term period of the agreement is due to end, the landlord must give at least 30 days notice and the tenant must give at least 14 days notice to end the tenancy. This notice can be served up to and including the last day of the fixed term. Once the fixed term period has ended, a tenant is required to give at least 21 days notice, and the landlord must give at least 90 days notice. All notification must be in writing. Other grounds for ending agreement are within your Residential Tenancy Agreement.
8. The tenant must not place pot plants on the carpet without the use of plastic protection underneath. Damage to carpet will be at tenant cost.
9. It is the tenants responsibility to keep the apartment balconies and windows clean during the tenancy period. No clothes line or washing on balcony. No BBQ on balcony. No Pot Plants on Balcony. Any damage to balcony floor will be at the cost of the tenant.
10. Please be advised that all telephone, electricity & Foxtel subscription costs are at the tenants expense. The Landlord is not responsible for the connection/disconnection of electricity, Foxtel subscription or telephone lines, telephone points or any other associated costs.
11. All banking costs associated with transfer of rent/monies from International Bank accounts will be at the cost of the tenant.
12. The tenant hereby acknowledges and agrees that they, or any visitors, shall not smoke inside the apartment or common area and they shall be liable for any costs involved in repairing, cleaning or fumigating any part of the premises that has been affected as a result of smoking.
13. The tenant is responsible for the changing of all light globes in the unit. If you can not reach them you must commission a handyman to do so at your cost.
14. Please advise the Agent of your new home phone number or any change of details.
15. The tenant acknowledges that due to his/her own circumstances IF they were unable to inspect the property prior to the signing of the Residential Tenancy Agreement, the tenant hereby acknowledges that they accept the property in the condition as described by the agent prior to making the application.
16. The tenant agrees to notify the landlords agent of any extra or change in tenant(s) residing at the property.
17. The Tenant is advised to hold and maintain a current Tenant Contents Insurance Policy throughout the term of the Residential Tenancy Agreement. No liability for damage to personal effects, goods and chattels will be the responsibility of the Landlord.
18. If the property is furnished: a) All linen must be professionally laundered and pressed at the end of the tenancy. b) All goods and chattels are accepted in the condition as viewed at the time of commencement of tenancy and as stated in the condition report/inventory.
19. Should the tenant lock themselves out of their premises after hours the tenant will be required to use the services of a locksmith at their expense and inform their property manager on the following working day. Recommended locksmith: Cambridge Locksmiths " Ian 0412 864 801
20. The tenant acknowledges and agrees that the agent will perform Routine Inspections through recording short videos. This video is a record of the property Periodic Inspection during your tenancy.
21. The tenant acknowledges and agrees not to place a blow up or portable pool on any part of this property which include balconies, terraces, courtyards and gardens
22. I/we understand that once in tenancy I/we will not place this property on Airbnb or other such sites
23. The tenant agrees to maintain proper ventilation in the property and to turn on exhaust fans, particularly when bathing, showering, cooking, doing laundry and drying clothes. Open windows when weather permits, to improve cross ventilation.
24. Condenser Dryers " Please note that there is a water panel at the top left hand corner of the dryer which should be emptied and the lint should be cleaned after every use
25. The Property is brand new. As a brand new apartment, there are a number of defects that the tenant needs to allow the builder and trades access to attend to these repairs.
26. Utilities. The tenant needs to connect a Gas Account with a supplier to pay for the gas for the Hot Water, from the centralised hot water gas system. The stove top gas usage does not need an account set up, as this gas is billed to the Owners Corporation which will then be invoiced to the tenant accordingly, when received from strata. The electricity provider is OC Energy www.ocenergy.com.au, 1300 494 080, as the only supplier able to service Thornton Central, which the tenant must set up an account with OC Energy for electricity..
27. NBN. The NBN is connected to the apartment, however a new development \$300 connection fee may apply with the NBN and your ISP as a once off payment when setting up an account.
28. The tenant is responsible for the care and maintenance of the property including but not limited to Flooring, Stone and Timber Benchtops Etc. A full maintenance guide can be found on building Link <https://buildinglink.com/v2/tenant/Library/Library.aspx> If you do not have your building Link log in please contact Cambridge Building Management email: Thornton.BM@cambridgems.com.au 0438 846 612.
29. We advise that you do NOT keep any valuable property in the storage cage and that you will need to supply your own lock.
30. The tenant agrees to use the electrical appliances in the property as per instructions of manuals and to ensure cleaning instructions

are adhered to. If there is no manual in the property to please research product manual online or contact your property manager.â€

Special Conditions

1. The tenant acknowledges and confirms receiving the inspection report sheet, designed for the purposes of reporting to the landlord the state of repair of the condition of the premises, on the day it was let and further to return the completed report within seven (7) days from the tenancy agreement date to the landlord's agent.
2. The tenant/s agree if a payment is dishonoured that the tenant will incur the costs and the bank charges of the lessor
3. The tenant/s agree that of sending the rent by mail /EFT that no receipt will be issued.
4. The tenant/s agree to allow tradesmen access for repairs and maintenance to the property, by our master key if the tenant cannot be home during office hours.
5. The tenant/s agree not to use any nails, screws, hooks or any other material that will deface walls, doors or ceilings without the landlord's approval.
6. The tenant/s must first seek permission to change the locks and then must supply the agent/landlord with a set of keys for the new locks at the premises.
7. The tenant/s hereby agree not to dispose of any fats, oils, sanitary items or any other material in any drain or sink, otherwise the lessee will be responsible for the cost incurred to clear such drains.
8. The tenant/s agree to redirect their mail at the end of the tenancy and will also be responsible for cancelling their utility connections.
9. Please note that keys must be returned on the vacate date, otherwise additional rent will be charged on a daily rate until returned.
10. The tenant/s agree they are responsible for their balcony as well as the garden & courtyard, including weeding, moss removal, mowing lawns where applicable, and for keeping any drains clear of blockages.
11. The tenant/s agree that that there is no smoking inside the premises.
12. Disclosure, You acknowledge that your contact details will be provided to Landlords, tradespeople, other staff members in our firm and Strata agents when required. You must notify us of any changes with your contact details as soon as it happen.
13. The tenant/s understand and agrees that the landlord does not guarantee service to the phone point or Telephone reception and TV aerial in the property and if the tenant/s want to connect it, it will be at the tenant/s cost.
14. The tenant/s understands and agrees that the timber floors are to be kept in good order by placing protective pads under furniture, particularly chairs. (If applicable) Refer to the agents 'Care Sheet' supplied.
15. If on a lease with others, you must not vacate without informing us first and at no time must others move in without prior referencing and approval from us. Please contact your Property Manager to discuss.
16. Tenant/s are recommended to take their own contents insurance whilst they are occupying the property. Should there be a flood or fire, the landlord is not responsible for the replacement of goods.
17. Air B&B or equivalent is not permitted.
18. Smoke alarm battery and light globes, tenants are responsible to replace.
19. No inflatable or temporary pools are to be used at the premises.
20. Mould must be removed immediately and the home kept well ventilated for fresh air circulation.
21. Fireplaces are ornamental only and can only be used with the landlord's approval.

Inclusions

Car space #71 Storage #29

Email Service of Notices

Email Service of Notices and Documents Consent Form

Date **22/01/2025**

I/We **Adam Kirkwood, Katherine Wardani** consent to all notices and documentation relevant to the proposed sale, purchase, management or letting (as applicable) of **301/81A Lord Sheffield Circuit Penrith NSW 2750** being served electronically via email **adam.kirkwood@higherhertz.net, katkusuma@gmail.com**

Where the Premises are subject to a tenancy agreement, I/we consent to the service of notices and documents required to be given or served in respect of or under the tenancy agreement for the Premises including but is not limited to termination notices, notice of intention to sell the Premises, notice of access/inspection/entry and a notice of rent increase.

I/We consent to Morton providing your contact details to third parties i.e. valuers and tradespeople who will need access to the property.

I/We **Adam Kirkwood, Katherine Wardani** acknowledge that by providing an email address and signing this form, I/we consent to Morton Real Estate Agency updating my/our details of the method of communication for the purposes of email service of notices and other documents on all relevant documents.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Belinda Martin Morton Management Services P/L as Trustee for Morton Managements Unit Trust ACN41226986859

Signature of landlord/agent

Date: 22/01/2025

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations

Signature of landlord/agent

Date: 22/01/2025

SIGNED BY THE TENANT 1

Name of tenant

Adam Kirkwood

Signature of tenant



Date: 22/01/2025

IP: 103.216.190.130 | Mozilla/5.0 (X11; Linux x86_64; rv:133.0) Gecko/20

SIGNED BY THE TENANT 2

Name of tenant

Katherine Wardani

Signature of tenant



Date: 22/01/2025

IP: 103.216.190.130 | Mozilla/5.0 (X11; Linux x86_64; rv:133.0) Gecko/20

Tenant CheckList

S.No	CheckList Name	Checked By	Checked From	Checked On
1	I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I ACCEPT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS	Adam Kirkwood	103.216.190.130/Mozilla/5.0 (X11; Linux x86_64; rv:133.0) Gecko/20	22/01/2025 08:01
2	Tenant Information Statement	Adam Kirkwood	103.216.190.130/Mozilla/5.0 (X11; Linux x86_64; rv:133.0) Gecko/20	22/01/2025 08:01
3	Landlord-information-statement	Adam Kirkwood	103.216.190.130/Mozilla/5.0 (X11; Linux x86_64; rv:133.0) Gecko/20	22/01/2025 08:01

Additional Document Attachments

For general tenancy information contact Consumer and Business Services on 131 882, or visit sa.gov.au/tenancy/renters

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

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