

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Remax Prestige Shop 7.1, 2 Dawn Fraser Avenue, Sydney Olympic Park NSW 2127 Email: joseph.choi@remax.com.au	Phone: 0433 204 724 Ref: Joseph Choi
co-agent		
vendor	Yejun Park	
vendor's solicitor	CSY Legal Pty Ltd 2/6 Ethel Street, Eastwood NSW 2122 Email: admin@csylegal.com.au	Phone: 02 9874 5200 Fax: 02 9874 5300 Ref: SY:253185
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	802/91 Lord Sheffield Circuit, Penrith NSW 2750 Lot 42 in Strata Plan 102510 Folio Identifier 42/SP102510	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" 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	\$	(10% of the price, unless otherwise stated)		
balance	\$			
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."

VENDOR	PURCHASER
<p>Signed by</p> <div style="border-bottom: 1px solid black; width: 80%; margin-left: 0;"></div> <p>Vendor</p> <div style="border-bottom: 1px solid black; width: 80%; margin-left: 0;"></div> <p>Vendor</p>	<p>Signed by</p> <div style="border-bottom: 1px solid black; width: 80%; margin-left: 0;"></div> <p>Purchaser</p> <div style="border-bottom: 1px solid black; width: 80%; margin-left: 0;"></div> <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> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 90%;"></div> <p>Signature of authorised person</p> <div style="border-bottom: 1px solid black; width: 90%;"></div> <p>Name of authorised person</p> <div style="border-bottom: 1px solid black; width: 90%;"></div> <p>Office held</p> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 90%;"></div> <p>Signature of authorised person</p> <div style="border-bottom: 1px solid black; width: 90%;"></div> <p>Name of authorised person</p> <div style="border-bottom: 1px solid black; width: 90%;"></div> <p>Office held</p> </div> </div>	<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> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 90%;"></div> <p>Signature of authorised person</p> <div style="border-bottom: 1px solid black; width: 90%;"></div> <p>Name of authorised person</p> <div style="border-bottom: 1px solid black; width: 90%;"></div> <p>Office held</p> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 90%;"></div> <p>Signature of authorised person</p> <div style="border-bottom: 1px solid black; width: 90%;"></div> <p>Name of authorised person</p> <div style="border-bottom: 1px solid black; width: 90%;"></div> <p>Office held</p> </div> </div>

Choices

Vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

Manual transaction (clause 30)

☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, 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* (GST residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide 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

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input checked="" type="checkbox"/> 33 property certificate for strata common property</p> <p><input checked="" type="checkbox"/> 34 plan creating strata common property</p> <p><input checked="" type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off-the-plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off-the-plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60</p>
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Bright & Duggan
 PO Box 281, Crows Nest NSW 1585
 P: 02 9902 7100
customercare@bright-duggan.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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 <i>served</i> 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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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.

802/91 Lord Sheffield Circuit, Penrith NSW 2750

ADDITIONAL CLAUSES ATTACHED TO CONTRACT FOR SALE OF LAND
BETWEEN: Yejun Park (VENDOR)
AND (PURCHASER)

33. AMENDMENTS TO THE STANDARD CONTRACT

Notwithstanding any other provisions in the contract to the contrary:-

- 33.1 Clause 4.5 is deleted.
- 33.2 Clause 7.1.1 is amended by deleting the words "5% of the price" and inserting in lieu thereof "\$100.00";
- 33.3 Clause 14.4 is amended by deleting paragraph 14.4.2 and inserting in lieu thereof " The amount to be adjusted for Land Tax is the amount of Land Tax actually payable in respect of the land by virtue of the ownership of the land by the Vendor";
- 33.4 Clause 23.13 is amended by deleting the words "7 days" and inserting in lieu thereof "2 days";
- 33.5 Clause 31.2 is amended by deleting the words "5 business days" and inserting in lieu thereof "2 business days".

34. PURCHASER'S ACKNOWLEDGEMENT

- 34.1 The purchaser acknowledges that he has inspected the property hereby contracted to be sold and accepts them in their present condition and state of repair (subject to fair wear and tear).
- 34.2 The vendor does not warrant the condition of the property in any respect at the contract date or at completion. The purchaser may not rescind, delay completion or claim compensation for any property damage or defect.
- 34.3 The Vendor has not made and does not make any warranty as to the state of repair or condition of the inclusions and the Purchaser shall accept them in their state of repair and condition at the date of this contract. The Vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear to the furnishings and chattels (if any) occurring after the date of the contract. The Purchaser shall not call upon the Vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.
- 34.4 The purchaser acknowledges that the purchaser has not been induced to enter into this contract as a result of any representation, warranty or promise whatsoever made to the purchaser by or on behalf of the vendor except as expressly provided in this contract.

35. REAL ESTATE AGENT

- 35.1 The purchaser warrants that the purchaser has not been introduced to the property or the vendor directly or indirectly through the services of any agent other than the vendor's agent named in this contract and hereby agrees to indemnify the vendor against any claim

for commission by any other agent arising from a breach of this warranty. The provisions of this clause shall not merge upon completion.

36. NOTICE TO COMPLETE

- 36.1 In the event that completion of this contract does not take place on or before the completion date, either party may serve on the other a notice requiring completion of this contract within a period of fourteen (14) days after service of such notice and for the purposes of this contract such service shall be deemed both in law and in equity sufficient to make time of essence of this contract.

37. INTEREST FOR LATE COMPLETION

- 37.1 If completion of this contract takes after the completion date otherwise than through the fault of the vendor, the purchaser shall pay to the vendor on completion an additional amount calculated on the unpaid balance of the purchase price, at the rate of 10% per annum calculated daily, from and including the completion date up to but excluding the actual completion date.
- 37.2 If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition to the payment of interest pursuant to clause 37.1, the purchaser shall also pay to the vendor the sum of two hundred and seventy five dollars (\$275.00) inclusive of GST to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.

38. RELEASE OF DEPOSIT

- 38.1 The purchaser agrees to release to the vendor the whole or part of the deposit provided that it is used for the following purposes:-
- (a) payment of a deposit on the purchase of another property or properties by the vendor;
 - (b) payment of stamp duty in respect thereof; or
 - (c) payment of part of the settlement moneys required by the Vendor to complete settlement.

No further authority or consent will be required from the purchaser other than as contained in this contract.

39. COSTS OF RESCHEDULED SETTLEMENT

- 39.1 For each occasion that settlement is required to be rescheduled to another date for any reason other than default by the vendor, the purchaser shall allow \$220.00 (including GST) as an adjustment on completion.

40. CREDIT CODE

40.1 The purchaser acknowledges that the vendor has entered into this contract on the purchaser's warranty that:

- (a) the purchaser does not require credit in order to pay for the Property; or
- (b) if the purchaser required credit in order to pay for the Property, the Purchaser has obtained approval for such credit on reasonable terms prior to the date of this contract.

40.2 The purchaser shall not have any right to rescind or terminate this contract by virtue of any non-availability of credit as at the completion date.

41. FOREIGN PERSONS

41.1 The purchaser warrants that, where required by any State or Federal law to do so, the purchaser has obtained from all government and quasi-government authorities, all authorisations, approvals, consent notices, exemptions, guidance and waivers. The purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of any breach of the warranty hereby given. This warranty and indemnity shall not merge on completion.

42. INCONSISTENCY

42.1 In the event of any inconsistency between these additional clauses and the printed conditions of the contract, these additional clauses shall prevail to the extent of such inconsistency.

43. DEATH, MENTAL ILLNESS OR LIQUIDATION

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party (and if more than one person comprises that party then any one of them) prior to completion:-

- 43.1 dies or becomes mentally ill, then either party may rescind this contract by notice in writing to either party's solicitor and thereupon this contract shall be at an end and the provisions of clause 19 shall apply; or
- 43.2 be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company have a petition for its winding up presented or enter into any scheme or arrangement with its creditors or have a liquidator, receiver or official manager be appointed, then the party shall be in default under this contract.

44. PERSONAL GUARANTEE

If the purchaser is a company then that person or those persons who have signed this agreement either as Directors of the purchaser company or on behalf of the purchaser company or as separate guarantors hereby acknowledge that the vendor has entered into this contract only on the basis that the Director(s) or other person(s) who have signed this contract do hereby themselves personally guarantee the purchaser's performance of this contract, in consideration of the vendor entering into this contract, such person or persons as have affixed their signatures to this contract as guarantors or as a Director or a Secretary or for and on behalf of the purchaser company, do hereby in their own right guarantee to the vendor the performance and observance by the purchaser of all terms, conditions and provisions contained in this contract and on the part of the purchaser to be performed and observed. It is agreed that this guarantee shall not be affected or vitiated in any way by any time or other indulgence given by the vendor to the purchaser. It is further agreed that this guarantee shall bind the said person or persons, their executors, administrators and assigns jointly *and* each of them severally and the contents of this clause shall not merge on completion.

45. SWIMMING POOL

If the property contains a swimming pool, then:

- 45.1 The vendor does not warrant that the swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the Regulations prescribed under that Act or any other Act or any other Act or Regulations relating to swimming pools all of which are referred to as the "Swimming Pool Legislation".
- 45.2 The purchaser shall not be entitled to make any objections, requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing does not comply with the provisions of the Swimming Pool Legislation.
- 45.3 Clause 11.1 of the contract is amended to the extent that it is the purchaser who shall comply with any notice or order made by the Local Council or other Statutory Authority relating to the swimming pool and swimming pool fencing whether or not such notice was given or order was made prior to the date hereof.

46 SURVEY/BUILDING CERTIFICATE

- 46.1 If a survey and/or building certificate is attached to this contract then the purchaser will make no objection, requisition or claim for compensation or claim any right to terminate, rescind or delay completion in respect of any matter disclosed in such survey or building certificate. The vendor gives no warranty as to the accuracy or completeness of these documents.

47 DEPOSIT LESS THAN 10%

In the event that:

- 47.1 The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and

47.2 The purchaser has paid a deposit of less than ten percent (10%) of the purchase price; and

47.3 The vendor terminates this contract or the purchaser does not rescind this contract in accordance with the cooling off provisions created by Section 66S of the Conveyancing act.

Then the vendor shall be entitled to recover from the purchaser an amount equal to ten percent (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the vendor herein contained or implied notwithstanding any rule of law or equity to the contrary. This special condition shall not merge on completion of the contract.

48 VACANT POSSESSION

If:

48.1 This contract provides for the purchaser to be given vacant possession of the property on completion; and

48.2 As at the date of this Contract the Property is occupied pursuant to a Residential Tenancy Agreement Then, notwithstanding the Completion Date specified herein, the Vendor shall not be required to proceed to completion (and the Purchaser shall not be entitled to serve a Notice on the Vendor making time of the essence of the Contract) until such time as the Vendor has been able to obtain vacant possession of the Property provided however that the Vendor agrees to do all things reasonably necessary (including instituting legal proceedings against the tenant in occupation if necessary) to obtain vacant possession of the property by the Completion Date or as soon as possible thereafter.

49. SUBJECT TO EXISTING TENANCIES

If:

49.1 The property is sold subject to a Residential Tenancy Agreement (Agreement) and a copy of which is annexed to this contract.

49.2 The vendor does not warrant the accuracy of the Agreement and the purchaser relies on its own examination of the Agreement as to the nature of the rights and obligations created by such a document.

49.3 No objection, requisition or claim shall be made by the purchaser nor will the purchaser be entitled to delay completion or rescind this contract as a result of or on the grounds that on completion any tenant named in the Agreement is in default of its terms or tenants vacate the property prior to completion.

50. REQUISITIONS

50.1 The purchaser shall only be entitled to serve requisitions in the following form:-

- (a) for Torrens Title Property: Residential Property Requisitions on Title-TressCox Lawyers (2017 Edition)
- (b) for Strata Title Property: Strata Title (Residential) Property Requisitions on Title-TressCox Lawyers (2017 Edition)

51. LAND TAX PAYABLE BY PURCHASER NOTWITHSTANDING

- 51.1 Notwithstanding any other provision herein relating to the payment of land tax by the purchaser - if the vendor is liable to pay land tax on the subject property (as per clause 14) for any given year and the completion day nominated herein stipulates a date prior to the 31 December of the given year **and the purchaser delays completion or requests a completion date after 31 December - the purchaser shall pay to the vendor on completion as part of the settlement monies the land tax.**

52. PEXA/E-CONVEYANCING

- 52.1 If the Purchaser is unable or unwilling to settle the Conveyancing Transaction via PEXA, the Purchaser agrees to reimburse the Vendor on completion a sum of \$220.00 (inc GST) for the Vendor's additional conveyancing expenses.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 42/SP102510

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/5/2025	11:47 AM	3	11/4/2023

LAND
----LOT 42 IN STRATA PLAN 102510
AT PENRITH
LOCAL GOVERNMENT AREA PENRITHFIRST SCHEDULE

YEJUN PARK (T AQ957758)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP102510
- 2 AS993594 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

CSYL-STEVENY-253185

PRINTED ON 29/5/2025

*** 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.

Hazlett Information Services 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.

Date and Time of Search: Thu May 29 11:47:35 2025

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Ph: 02 92615211 Fax: 02 92647752 | R Hazlett & Co. ABN 20 104 470 340 | www.hazlett.com.au**



LAND REGISTRY SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102510

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/5/2025	7:49 PM	5	30/5/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 102510
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND
TITLE DIAGRAM SP102510

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 102510
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 APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART SHOWN AS PROPOSED EASEMENT FOR STORMWATER 10 WIDE & VAR. WITHIN LOT 8 IN DP583998
- 3 DP1184498 RIGHT OF CARRIAGEWAY 6 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1234217 EASEMENT FOR SERVICES 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1240166 RIGHT OF FOOTWAY 4.55 & 6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1240166 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1245240 EASEMENT FOR LIGHT AND AIR 1.45 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1245240 EASEMENT FOR LIGHT AND AIR 4.55 AND 6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1245240
- 9 DP1247677 EASEMENT TO AFFIX STRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title.

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Date and Time of Search: Fri May 30 19:49:03 2025

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102510

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

- 11 AR400004 INITIAL PERIOD EXPIRED
- 12 AU108818 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 102510

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 195	2	- 181	3	- 146	4	- 141
5	- 181	6	- 186	7	- 241	8	- 194
9	- 186	10	- 184	11	- 146	12	- 141
13	- 181	14	- 186	15	- 193	16	- 190
17	- 186	18	- 184	19	- 147	20	- 145
21	- 189	22	- 191	23	- 197	24	- 194
25	- 188	26	- 186	27	- 149	28	- 147
29	- 191	30	- 190	31	- 199	32	- 199
33	- 190	34	- 188	35	- 151	36	- 148
37	- 193	38	- 194	39	- 201	40	- 201
41	- 195	42	- 193	43	- 153	44	- 156
45	- 202	46	- 209	47	- 205	48	- 204
49	- 568	50	- 348	51	- 187	52	- 160

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

CSYL-STEVENY-253185

PRINTED ON 30/5/2025

* 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.

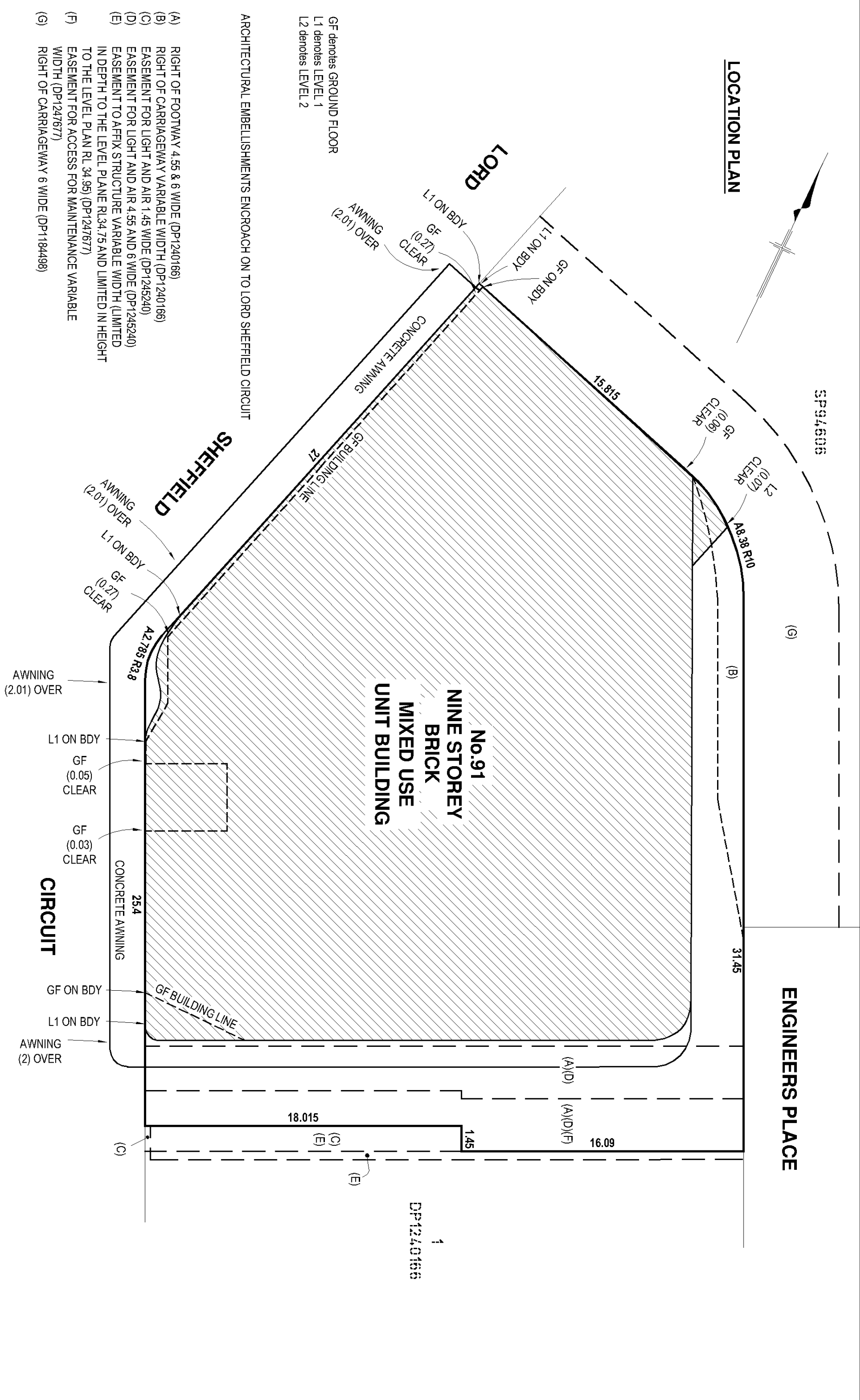
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- (A) RIGHT OF FOOTWAY 4.55 & 6 WIDE (DP1240166)
- (B) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1240166)
- (C) EASEMENT FOR LIGHT AND AIR 1.45 WIDE (DP1245240)
- (D) EASEMENT FOR LIGHT AND AIR 4.55 AND 6 WIDE (DP1245240)
- (E) EASEMENT TO AFFIX STRUCTURE VARIABLE WIDTH (LIMITED IN DEPTH TO THE LEVEL PLANE RL34.75 AND LIMITED IN HEIGHT TO THE LEVEL PLANE RL 34.95) (DP1247677)
- (F) EASEMENT FOR ACCESS FOR MAINTENANCE VARIABLE WIDTH (DP1247677)
- (G) RIGHT OF CARRIAGEWAY 6 WIDE (DP1184498)

GF denotes GROUND FLOOR
L1 denotes LEVEL 1
L2 denotes LEVEL 2

ARCHITECTURAL EMBELLISHMENTS ENCROACH ON TO LORD SHEFFIELD CIRCUIT

Surveyor: **PLAN OF SUBDIVISION OF LOT 2 IN DP1240166**

MICHAEL J. DARK
Date: 15-12-2020
Surveyor's Ref: 8053

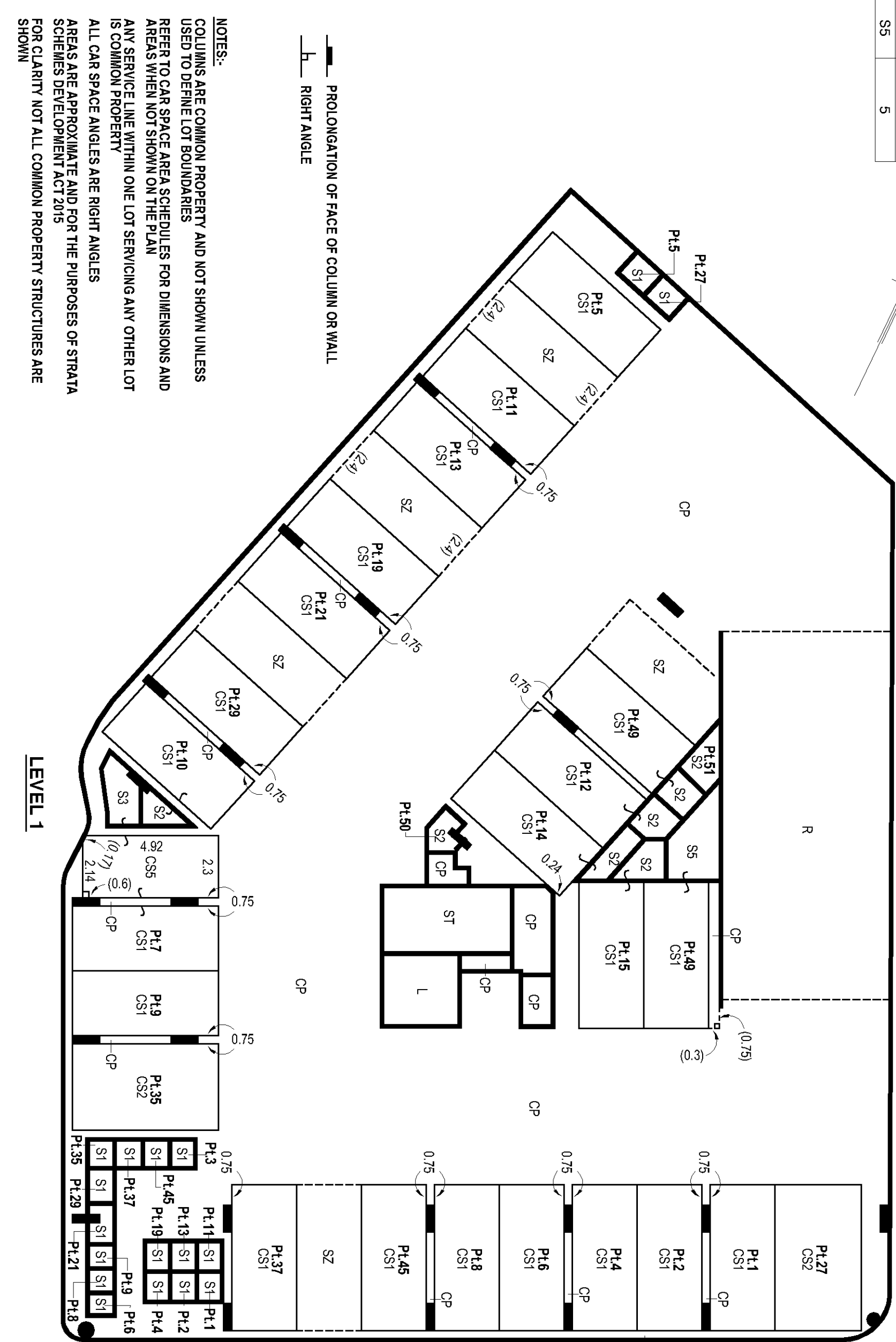
L G A: PENRITH
Locality: PENRITH
Reduction Ratio 1:200
Lengths are in metres.

REGISTERED
11/03/2021

SP102510

Storage Schedule	
Tag	Area(m²)
S1	1
S2	2
S3	3
S5	5

Car Space Schedule		
Tag	Size	Area(m²)
CS1	2.4x5.4	13
CS2	3.2x5.4	17
CS5	as shown	11



NOTES:-
COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
REFER TO CAR SPACE AREA SCHEDULES FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
ALL CAR SPACE ANGLES ARE RIGHT ANGLES
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



LEVEL 1

Surveyor:
MICHAEL J. DARK
Date: 15-12-2020
Surveyor's Ref: 8053

PLAN OF SUBDIVISION OF LOT 2 IN DP1240166

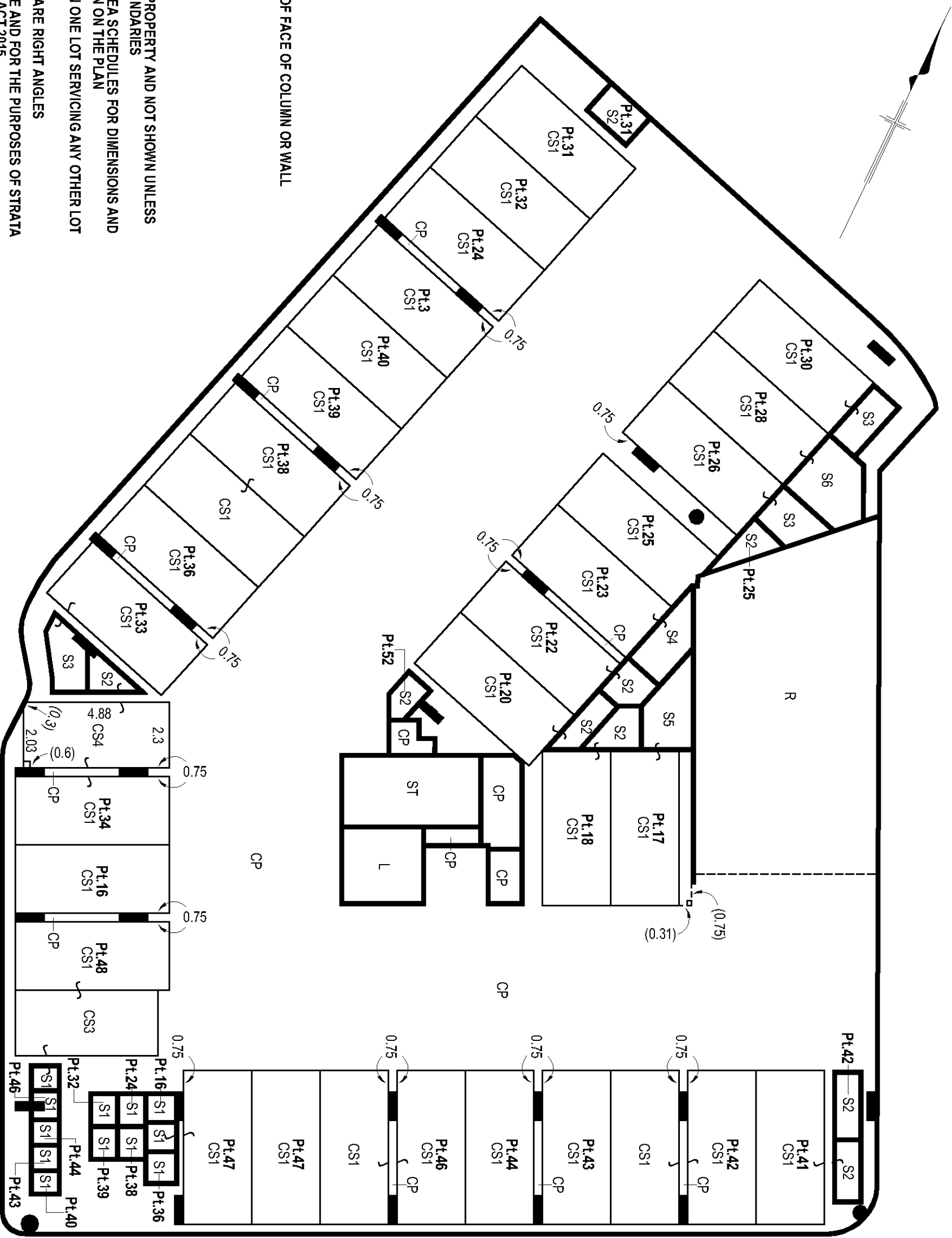
L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:150
Lengths are in metres.

REGISTERED
11/03/2021

SP102510

Storage Schedule	
Tag	Area(m²)
S1	1
S2	2
S3	3
S4	4
S5	5
S6	6

Car Space Schedule		
Tag	Size	Area(m²)
CS1	2.4x5.4	13
CS3	2.3x5	11
CS4	as shown	11



NOTES:-
COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
REFER TO CAR SPACE AREA SCHEDULES FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
ALL CAR SPACE ANGLES ARE RIGHT ANGLES
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

PROLONGATION OF FACE OF COLUMN OR WALL
RIGHT ANGLE

LEVEL 2

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
L	LIFT (CP)
R	RAMP (CP)
ST	STAIRS (CP)

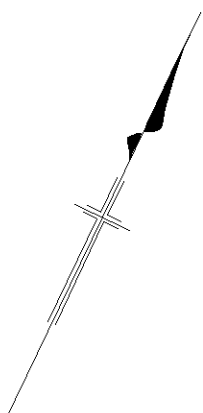
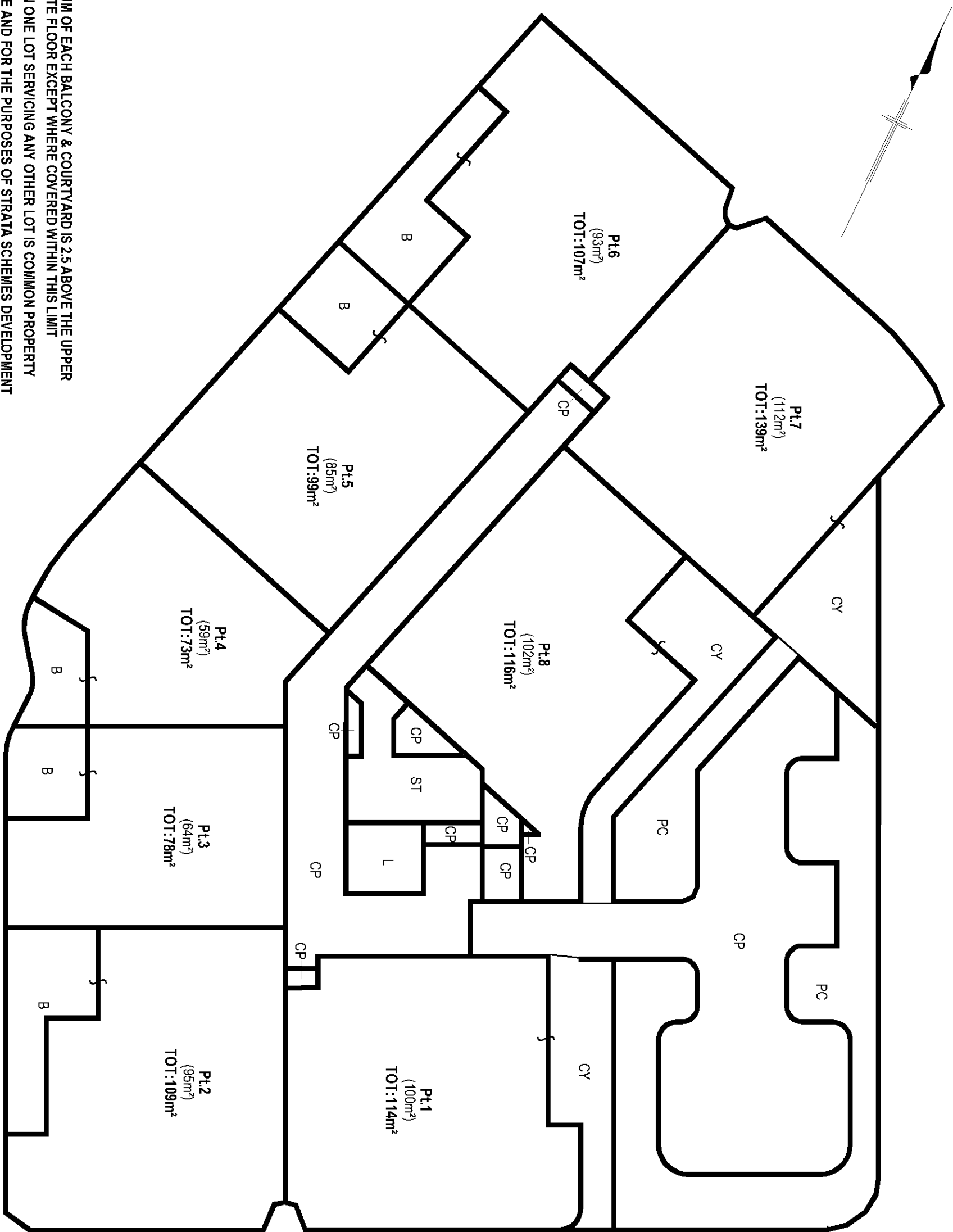
Surveyor:
MICHAEL J. DARK
Date: 15-12-2020
Surveyor's Ref: 8053

PLAN OF SUBDIVISION OF LOT 2 IN DP1240166

L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:150
Lengths are in metres.

REGISTERED
11/03/2021

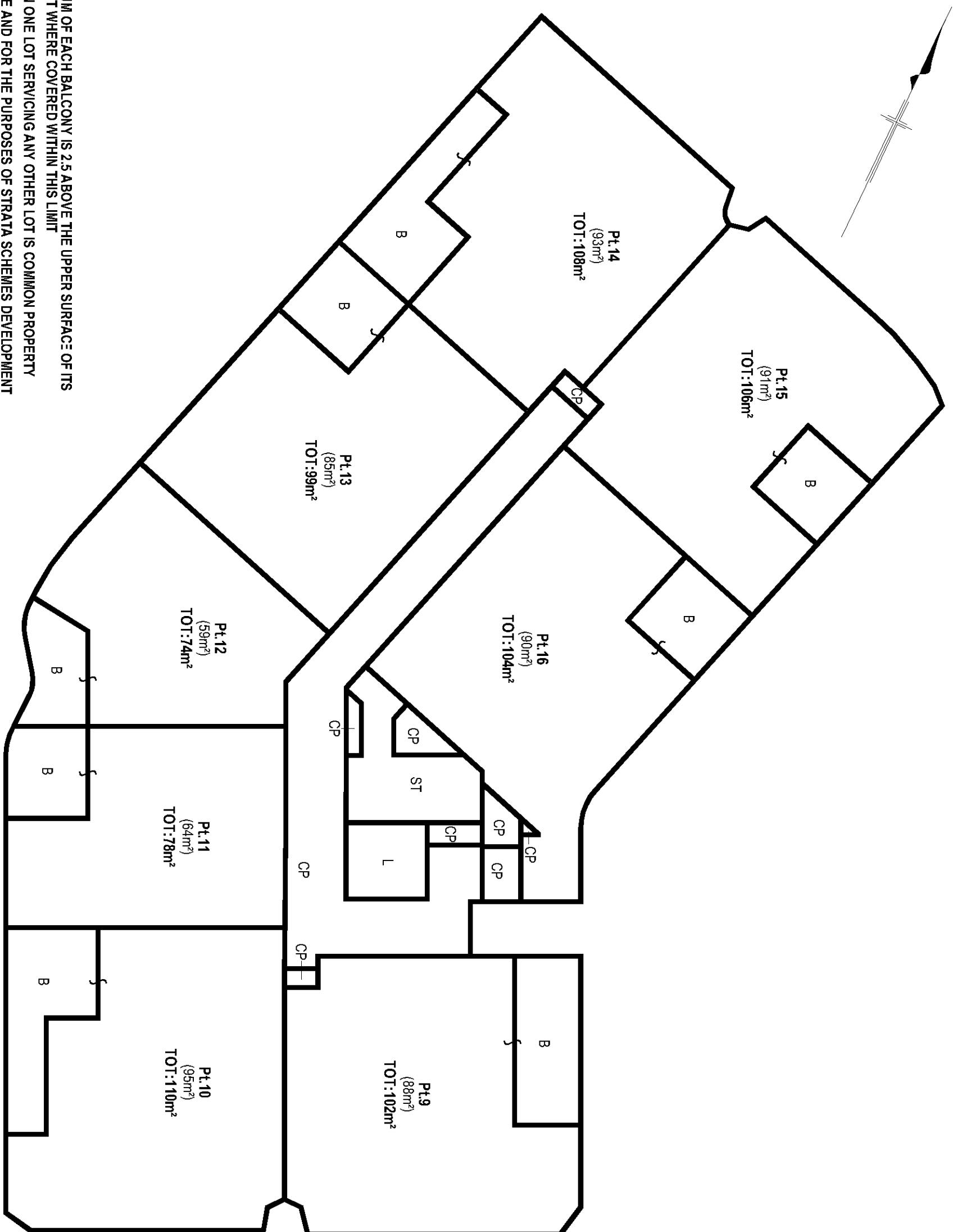
SP102510



NOTES:-
THE LIMIT OF THE STRATUM OF EACH BALCONY & COURTYARD IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
CY	COURTYARD
L	LIFT (CP)
PC	PLANTER (CP)
ST	STAIRS (CP)

Surveyor: MICHAEL J. DARK Date: 15-12-2020 Surveyor's Ref: 8053	PLAN OF SUBDIVISION OF LOT 2 IN DP1240166	L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:150 Lengths are in metres.	REGISTERED  11/03/2021	SP102510
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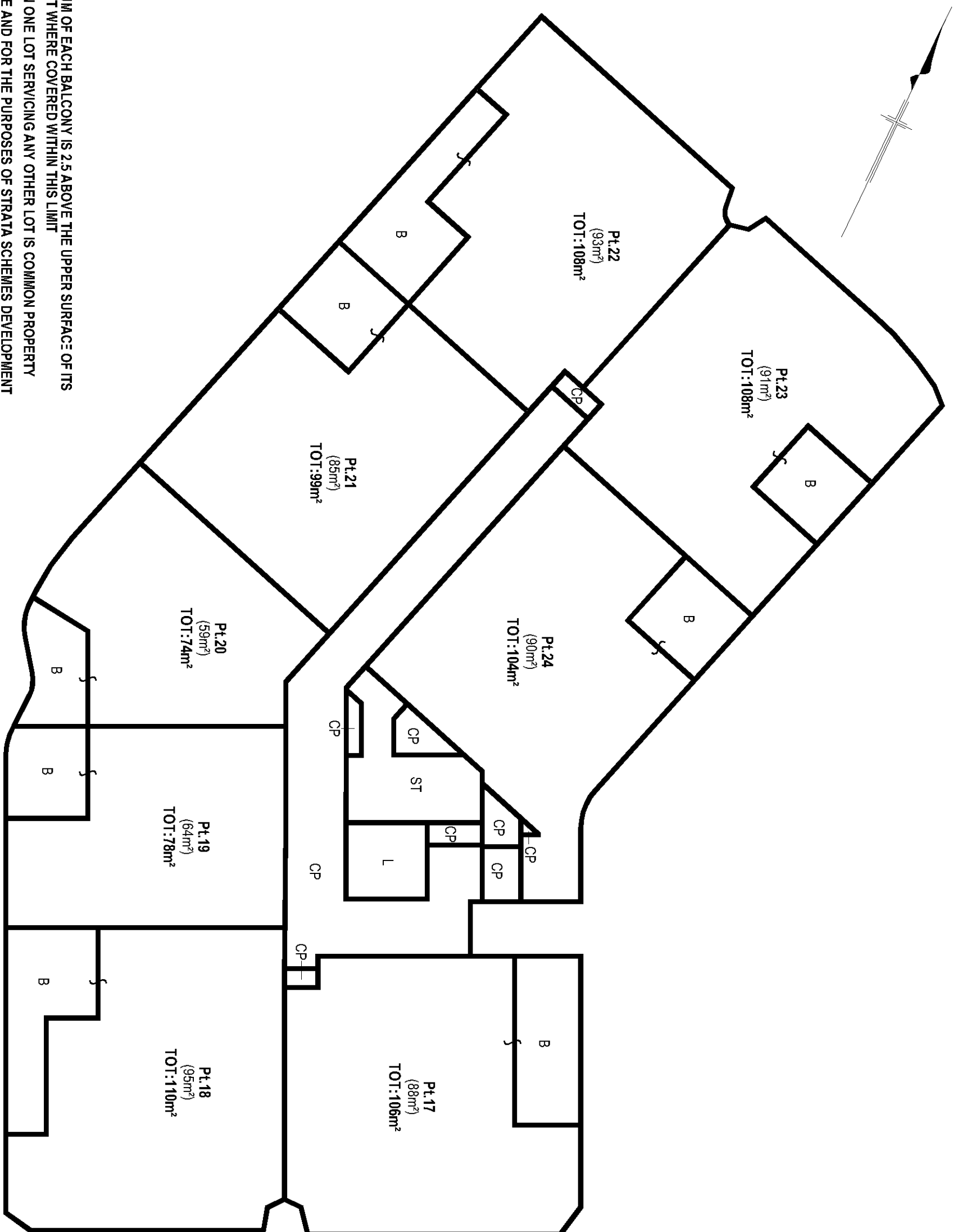


NOTES:-
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 4

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

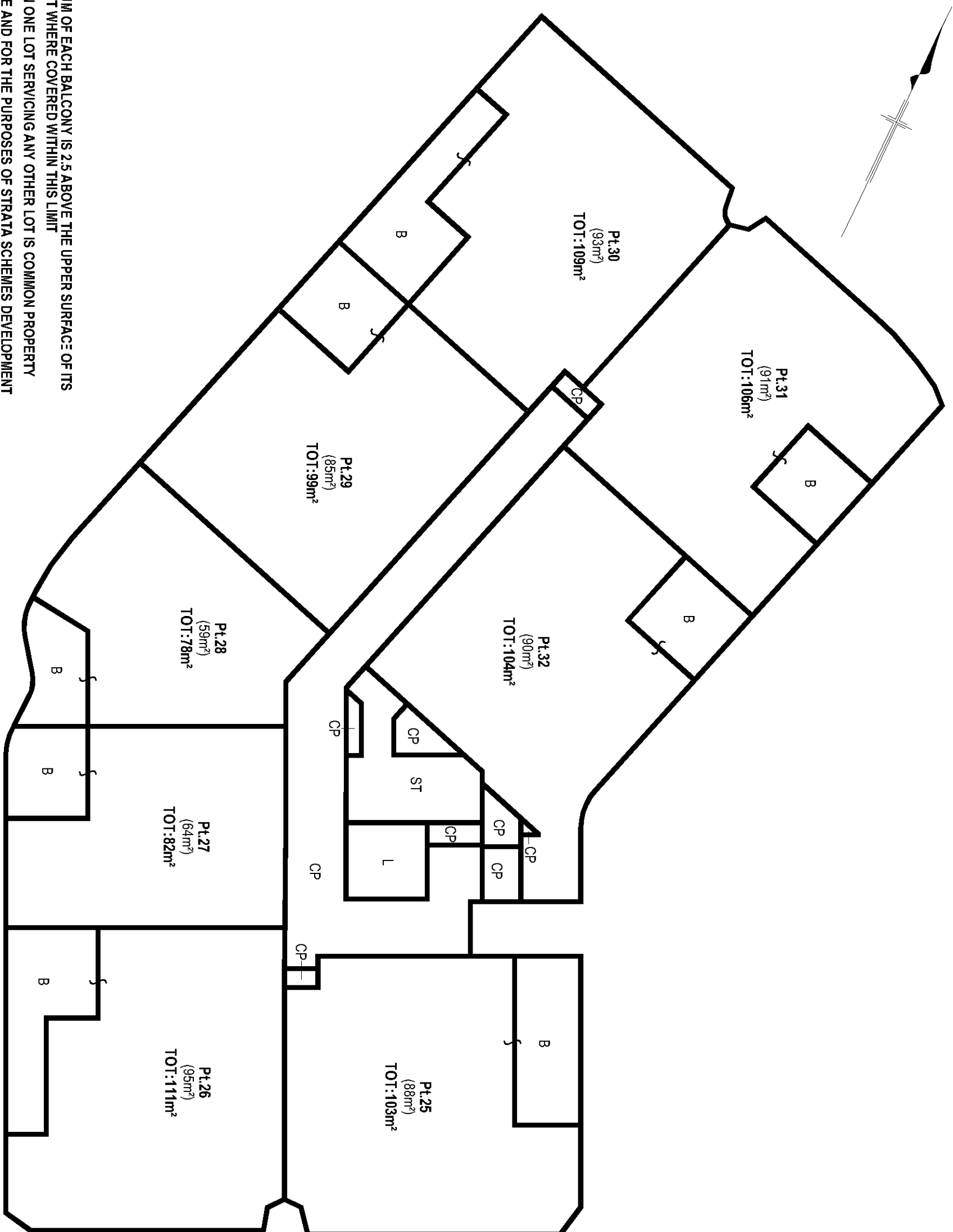
Surveyor: MICHAEL J. DARK Date: 15-12-2020 Surveyor's Ref: 8053	PLAN OF SUBDIVISION OF LOT 2 IN DP1240166	L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:150 Lengths are in metres.	REGISTERED 11/03/2021	SP102510
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NOTES:-
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

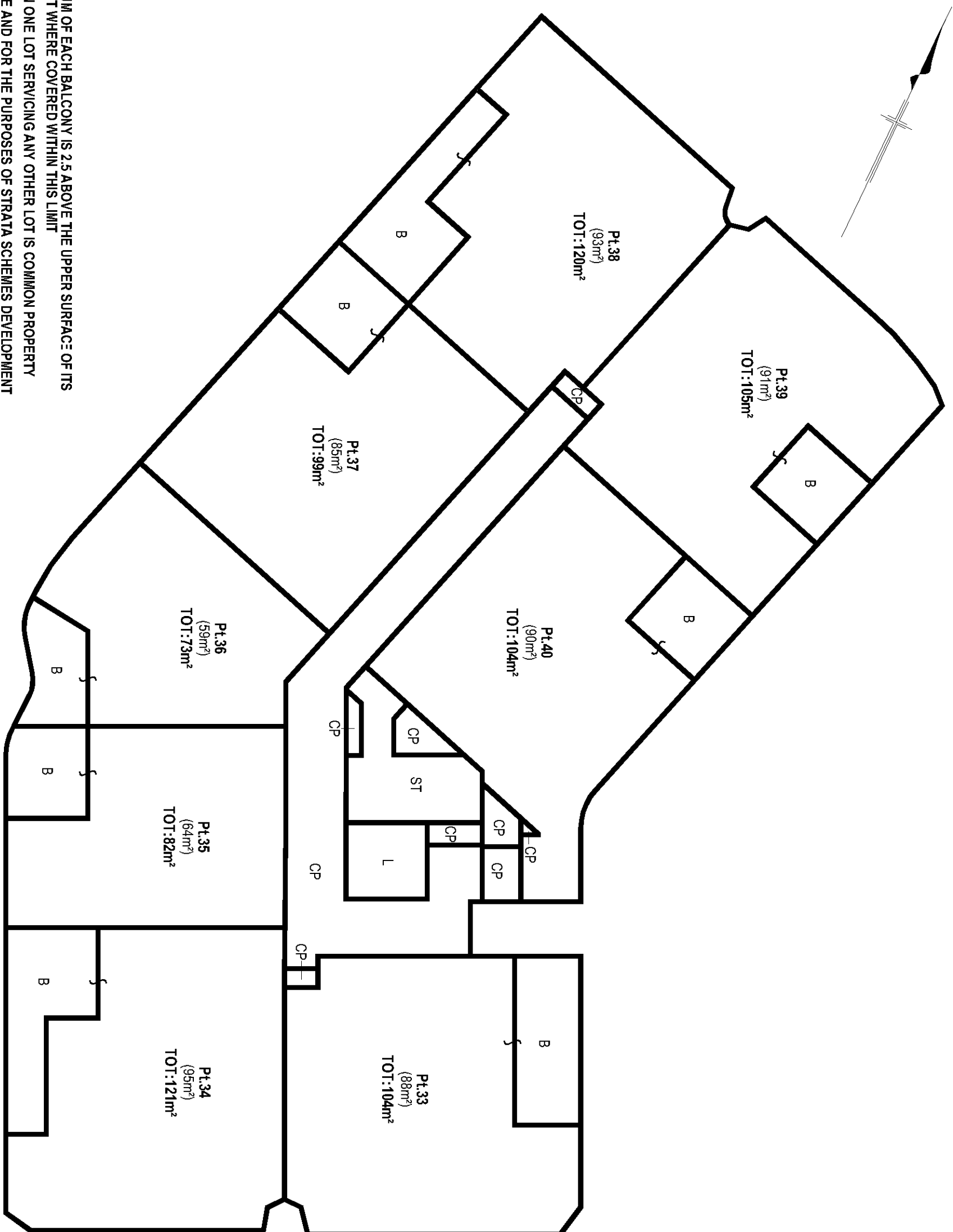
Surveyor: MICHAEL J. DARK Date: 15-12-2020 Surveyor's Ref: 8053	PLAN OF SUBDIVISION OF LOT 2 IN DP1240166	L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:150 Lengths are in metres.	REGISTERED 11/03/2021	SP102510
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NOTES:-
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

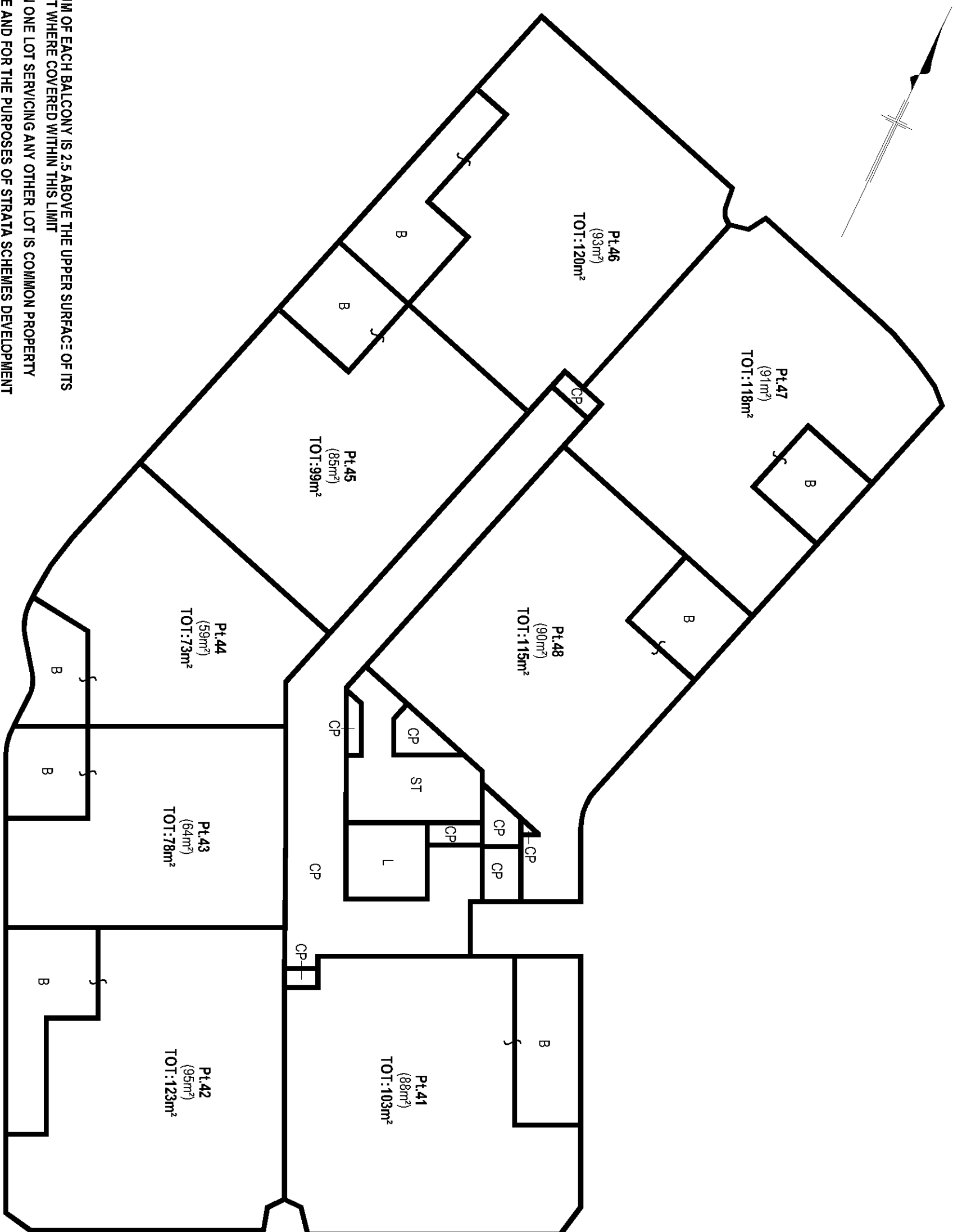
Surveyor: MICHAEL J. DARK Date: 15-12-2020 Surveyor's Ref: 8053	PLAN OF SUBDIVISION OF LOT 2 IN DP1240166	L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:150 Lengths are in metres.	REGISTERED 11/03/2021	SP102510
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ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)


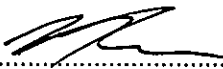
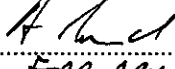
Surveyor: MICHAEL J. DARK Date: 15-12-2020 Surveyor's Ref: 8053	PLAN OF SUBDIVISION OF LOT 2 IN DP1240166	L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:150 Lengths are in metres.	REGISTERED 11/03/2021	SP102510
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THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

Surveyor: MICHAEL J. DARK Date: 15-12-2020 Surveyor's Ref: 8053	PLAN OF SUBDIVISION OF LOT 2 IN DP1240166	L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:150 Lengths are in metres.	REGISTERED 11/03/2021	SP102510
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheets
Office Use Only		Office Use Only	
Registered:  11/03/2021		SP102510	
PLAN OF SUBDIVISION OF LOT 2 IN DP 1240166		LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND	
This is a freehold Strata Scheme			
Address for Service of Documents 91 LORD SHEFFIELD CIRCUIT, PENRITH NSW 2750 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata 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, MICHAEL J. DARK of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, 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 place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 15/12/2020 Surveyor ID: 8949 Surveyor's Reference: 8053 <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>		Strata Certificate (Registered Certifier) I Andrew Symonds being a Registered Certifier, registration number BDC 1837, 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 place 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 Strata Schemes Development Act 2015. Certificate Reference: <u>16318</u> Relevant Planning Approval No.: <u>CDC 16317</u> issued by: <u>Andrew Symonds</u> Signature:  Date: <u>19 FEBRUARY 2021</u> <small>^ Insert lot numbers of proposed utility lots.</small>	
<small>* Strike through if inapplicable</small>			

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheets
<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> Registered:  11/03/2021 </div> <div style="width: 50%; text-align: center; font-size: 2em; font-weight: bold;">SP102510</div> </div>		<div style="text-align: right;">Office Use Only</div>

VALUER'S CERTIFICATE

I, *Adam Gander of Level 2, 91 Phillip Street, Parramatta


being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute.

Class of membership: FAPI.

Membership number: 68889.


certify that the unit entitlements shown in the schedule herewith were apportioned on 17 February 2021 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature:  Date 17 February 2021.


* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT No	UE	LOT No	UE	LOT No	UE
1	195	19	147	37	193
2	181	20	145	38	194
3	146	21	189	39	201
4	141	22	191	40	201
5	181	23	197	41	195
6	186	24	194	42	193
7	241	25	188	43	153
8	194	26	186	44	156
9	186	27	149	45	202
10	184	28	147	46	209
11	146	29	191	47	205
12	141	30	190	48	204
13	181	31	199	49	568
14	186	32	199	50	348
15	193	33	190	51	187
16	190	34	188	52	160
17	186	35	151	TOTAL	10,000
18	184	36	148		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheets			
<div style="text-align: right; padding-right: 20px;">Office Use Only</div> <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">Registered:</div> <div style="text-align: center;">  <div style="margin-top: 5px;">11/03/2021</div> </div> </div>		<div style="text-align: right; padding-right: 20px;">Office Use Only</div> <div style="font-size: 2em; font-weight: bold;">SP102510</div>			
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i> 					
LOT No.	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP	-	91	Lord Sheffield	Circuit	Penrith
1	301	91	Lord Sheffield	Circuit	Penrith
2	302	91	Lord Sheffield	Circuit	Penrith
3	303	91	Lord Sheffield	Circuit	Penrith
4	304	91	Lord Sheffield	Circuit	Penrith
5	305	91	Lord Sheffield	Circuit	Penrith
6	306	91	Lord Sheffield	Circuit	Penrith
7	307	91	Lord Sheffield	Circuit	Penrith
8	308	91	Lord Sheffield	Circuit	Penrith
9	401	91	Lord Sheffield	Circuit	Penrith
10	402	91	Lord Sheffield	Circuit	Penrith
11	403	91	Lord Sheffield	Circuit	Penrith
12	404	91	Lord Sheffield	Circuit	Penrith
13	405	91	Lord Sheffield	Circuit	Penrith
14	406	91	Lord Sheffield	Circuit	Penrith
15	407	91	Lord Sheffield	Circuit	Penrith
16	408	91	Lord Sheffield	Circuit	Penrith
17	501	91	Lord Sheffield	Circuit	Penrith
18	502	91	Lord Sheffield	Circuit	Penrith
19	503	91	Lord Sheffield	Circuit	Penrith
20	504	91	Lord Sheffield	Circuit	Penrith
21	505	91	Lord Sheffield	Circuit	Penrith
22	506	91	Lord Sheffield	Circuit	Penrith
23	507	91	Lord Sheffield	Circuit	Penrith
24	508	91	Lord Sheffield	Circuit	Penrith
25	601	91	Lord Sheffield	Circuit	Penrith
26	602	91	Lord Sheffield	Circuit	Penrith
27	603	91	Lord Sheffield	Circuit	Penrith
28	604	91	Lord Sheffield	Circuit	Penrith
29	605	91	Lord Sheffield	Circuit	Penrith
30	606	91	Lord Sheffield	Circuit	Penrith
31	607	91	Lord Sheffield	Circuit	Penrith
32	608	91	Lord Sheffield	Circuit	Penrith
Surveyor's Reference: 8053					


SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheets
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<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <p>Registered:  11/03/2021</p>	<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <h1 style="text-align: center; margin: 0;">SP102510</h1>
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This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

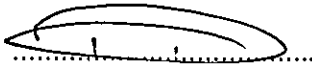
LOT No.	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
33	701	91	Lord Sheffield	Circuit	Penrith
34	702	91	Lord Sheffield	Circuit	Penrith
35	703	91	Lord Sheffield	Circuit	Penrith
36	704	91	Lord Sheffield	Circuit	Penrith
37	705	91	Lord Sheffield	Circuit	Penrith
38	706	91	Lord Sheffield	Circuit	Penrith
39	707	91	Lord Sheffield	Circuit	Penrith
40	708	91	Lord Sheffield	Circuit	Penrith
41	801	91	Lord Sheffield	Circuit	Penrith
42	802	91	Lord Sheffield	Circuit	Penrith
43	803	91	Lord Sheffield	Circuit	Penrith
44	804	91	Lord Sheffield	Circuit	Penrith
45	805	91	Lord Sheffield	Circuit	Penrith
46	806	91	Lord Sheffield	Circuit	Penrith
47	807	91	Lord Sheffield	Circuit	Penrith
48	808	91	Lord Sheffield	Circuit	Penrith
49	Shop 1	91	Lord Sheffield	Circuit	Penrith
50	Shop 2	91	Lord Sheffield	Circuit	Penrith
51	Shop 3	91	Lord Sheffield	Circuit	Penrith
52	Shop 4	91	Lord Sheffield	Circuit	Penrith

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheets
Office Use Only		Office Use Only
Registered:  11/03/2021	SP102510	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

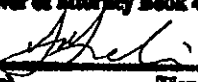
EXECUTED by)
91 LSCT Pty Ltd)
ACN 637 526 937)
in accordance with s127 of)
the Corporations Act 2001)


Farah Elias
Sole Director/Secretary

Consent of Mortgagee


**Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee**

SIGNED by DENIS DUNDOVIC as
attorney for Westpac Banking Corporation
under Power of attorney Book 4299 No. 332


(Signature) **Tier Three Attorney**

By Executing this instrument the attorney
states that the attorney has received no notice
of the revocation of the power of attorney.

I certify that I am an eligible witness and that the
attorney whose signature appears above signed
this instrument in my presence.

Signature of witness: 

Name of witness: KOSTA VGENOPOULOS

Address of witness: **Level 3, 275 Kent St
Sydney NSW 2000**

S117RP Act requires that you must have known
the signatory for more than 12 months or have
sighted identifying documentation.



MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900) Exempt from Stamp Duty

THE COMMONWEALTH OF AUSTRALIA

Assistant Commissioner of Stamps

Fees:—
Lodgment
Endorsement
Certificate

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

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

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

(herein called transferee)

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (d)			Description of Land (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.

NLI

Signed at SYDNEY the third day of November 1938

Signed in my presence by the transferor for and on behalf of the Commonwealth of Australia by JAMES IAN MACDONALD HAVIS, Solicitor General of the Commonwealth, who is personally known to me

Signed for Secretary, Attorney-General's Department.

Accepted for and on behalf of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES by me JAMES IAN MACDONALD HAVIS, Commercial Manager and Secretary, who is personally known to me

* 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

No. **II-113999**

CONSENT OF MORTGAGEE!

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

I,

mortgagee under Mortgage No. **15 Carleburgh St. (Ref: 4/1/12. J.R. 223 Ed. 257)**
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at this day of 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
<input checked="" type="checkbox"/>	<i>Reserving certain rights</i>
Checked by	Particulars entered in Register Book.
<i>JDM</i>	Volume 6620 Folio 94
Passed (in S.D.B.) by	
<i>J.P.</i>	the 11th day of August 19 62
Signed by	<i>10 minutes past 2 o'clock in the afternoon.</i>
	<i>[Signature]</i>
	Registrar-General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1	4	Received Docs. Nos.
2	5	
3	6	Receiving Clerk.

PROGRESS RECORD.

	British	Dom.
Sent to Survey Branch		
Received from Records	<i>7</i>	<i>21/7/62</i>
Draft written ...	<i>11/7/62</i>	<i>3/8/62</i>
Draft examined	<i>13/8/62</i>	<i>13/8/62</i>
Diagram prepared	<i>13/8/62</i>	<i>13/8/62</i>
Diagram examined	<i>13/8/62</i>	<i>13/8/62</i>
Draft forwarded	<i>13/8/62</i>	<i>13/8/62</i>
Supt. of Engrossers	<i>13/8/62</i>	<i>13/8/62</i>
Cancellation Clerk	<i>13/8/62</i>	<i>13/8/62</i>
VOL. 8388 FOL. 122		

K1105 N447-W

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 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 any other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consul or Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consul or Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary of 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 the declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 1/- to 10/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- to 10/- otherwise. This fee includes endorsement of the first Certificate. In addition the following fees are payable:—(a) 1/- for each additional Certificate included in the Transfer, (b) 1/- for each new Certificate of Title issued, (c) 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) 1/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue for that part and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

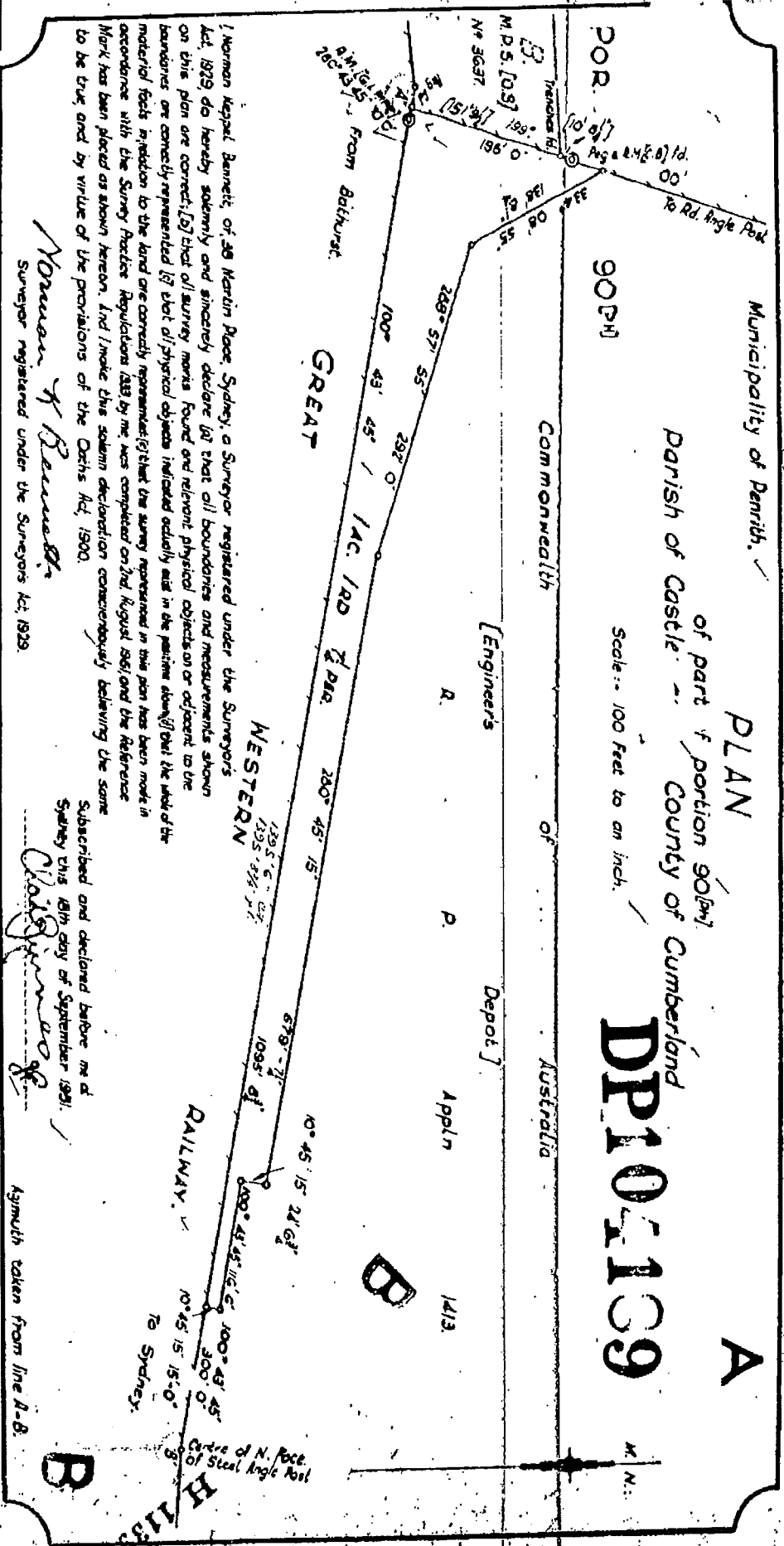
5. 10/11/1997
D. O. 29/10/97
J. Kemp
29/10/97

E3450A

think November 5

General Manager and Secretary
The Electricity Commission
of New South Wales.
POWER STATION
SITES & ACQUISITION
PLAN OF ACQUISITION
DEPT OF TRANSPORT
REC. NO. 5288-SW

P.145



I, Norman T. Bennett, of 38 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 position shown; (d) that the state of the material facts in relation to the land are correctly represented; (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations 1983 by me, was completed on 2nd August 1981, and the Reference Mark has been placed as shown hereon. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

Norman T. Bennett
Surveyor registered under the Surveyors Act, 1929.

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

Clifford J. Bennett

Azimuth taken from line A-B.

DP104139

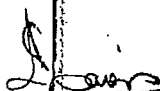
P145

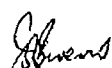
J. 38042

H-113999

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

This is the annexure referred to in Memorandum of Transfer from
THE COMMONWEALTH OF AUSTRALIA to THE ELECTRICITY COMMISSION OF 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

RECEIVED
H/3999

PC 41/235

A

PLAN

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

Scale:- 100 Feet to an Inch.

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

Australia

[Engineer's

Depot]

R.

P.

Appln

1413.

D617150

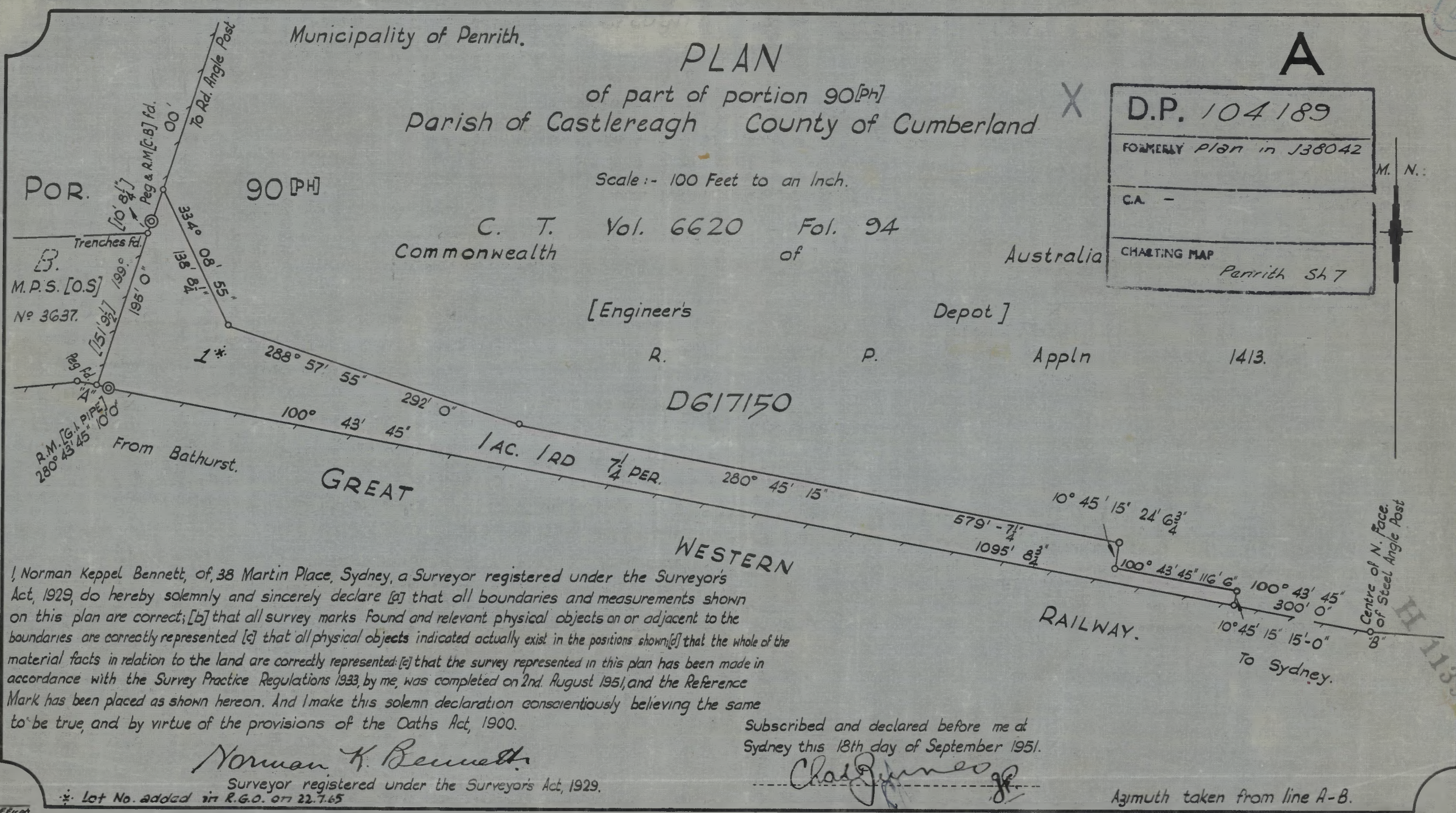
GREAT

WESTERN

RAILWAY.

To Sydney.

Centre of N. Face
of Steel Angle Post



I, Norman Keppel Bennett, of 38 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 represented in this plan has been made in accordance with the Survey Practice Regulations 1933, by me, was completed on 2nd August 1951, and the Reference Mark has been placed as shown hereon. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

Norman K. Bennett

Surveyor registered under the Surveyors Act, 1929.

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

Chas. J. Jones

Azimuth taken from line A-B.

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

E3450A

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

Acting Collector General

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

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

P. 145

CONVERSION TABLE ADDED IN
DEPARTMENT OF LANDS

DP 104189

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

AC RD P SQ M

1 1 7 1/4 5242

76 AUG 10 PM 83
SOUTH WALES
REGISTRAR GENERAL
NEW SOUTH WALES

MEMORANDUM OF TRANSFER
REAL PROPERTY ACT, 1900

OFFICE USE ONLY
A 18

This form is for use where the short form of transfer is suitable.
Type-writing and hand-writing should be clear, legible and in permanent blue or black ink. No alterations should be made by erasure; the words corrected 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 G/- 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 exists out in fee simple and add appropriate estate.
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 shall give for identification must be furnished.
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 Canton Credit Corporation Limited.

In consideration of One thousand five hundred dollars (\$ 1,500.00)
(the receipt whereof is hereby acknowledged), paid to the transferor by^(d)
and estate 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.
THE COMMONWEALTH OF AUSTRALIA
(with Consent agent)
hereinafter referred to as the TRANSFEE

an estate in fee simple^(b) out of all its estate and interest
in the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only ⁽¹⁾	County	Parish
Volume	Folio				
11261	220	PART	Being a grant of easement over the "Site of Proposed Easement for Stormwater Drainage 10m wide and Variable" in Deposited Plan No. 583998	CUMBERLAND	CASTLEREACH

(1) Short lot and plan number, also sections 211 and 212A Local Government Act, 1919.

X 1105 BT 427-2
RULE UP ALL BLANKS

An easement to drain water through ALL THAT piece or parcel of land shown in Deposited Plan No. ⁶⁸³⁹⁹⁸~~297009~~ as "Site of Proposed Easement for Stormwater Drainage 10m Wide and Variable Area 1006m²".

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

[Signature]

1976

Secretary

Director


An Officer of the Attorney
General's Department.

A. Austin
Transferee

ASSISTANT BRANCH MANAGER - EDGECLIFF

P 850417 M. \$18-6

INDEX 1977

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER <i>front of an easement to drain water</i>		Lodged by <i>Deputy Crown Solicitor</i>	<div>1 <i>4 CAT</i></div> <div>2 <i>CA 11261-220 PROD</i></div> <div>3 <i>Copy of name</i> <i>10.2.77</i></div> <div>4</div> <div>5</div>
REGISTERED <i>2-2-1977</i>		Address: <i>119 Phillip Street, Sydney.</i>	
Checked <i>[initials]</i>		Phone No.: <i>SP 28290/56</i>	
Passed <i>[initials]</i>		Documents lodged herewith	
Signed <i>[signature]</i>			
Registrar General 		Received Documents <i>1-3</i> <i>[signature]</i> Receiving Clerk	
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⁽²⁾ I certify that _____ the attesting witnesses 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			

Documents No. Cal of Sec (Copy) available for delivery

EXTRA FEES PERMITTED
Change of Name
[initials]

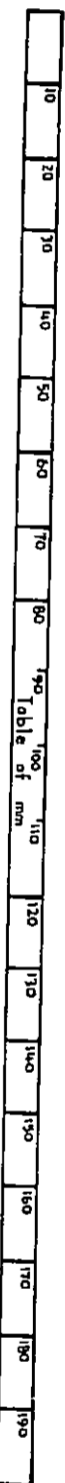
M.P.D.

(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, and so on.

(2) Not required where dealing attested in accordance with note (1) in other cases to be signed by one of the persons referred to in note (1).

10/12/74

© 1189 J. C. H. BUCHT, GOVERNMENT PRINTER



PLAN FORM 1

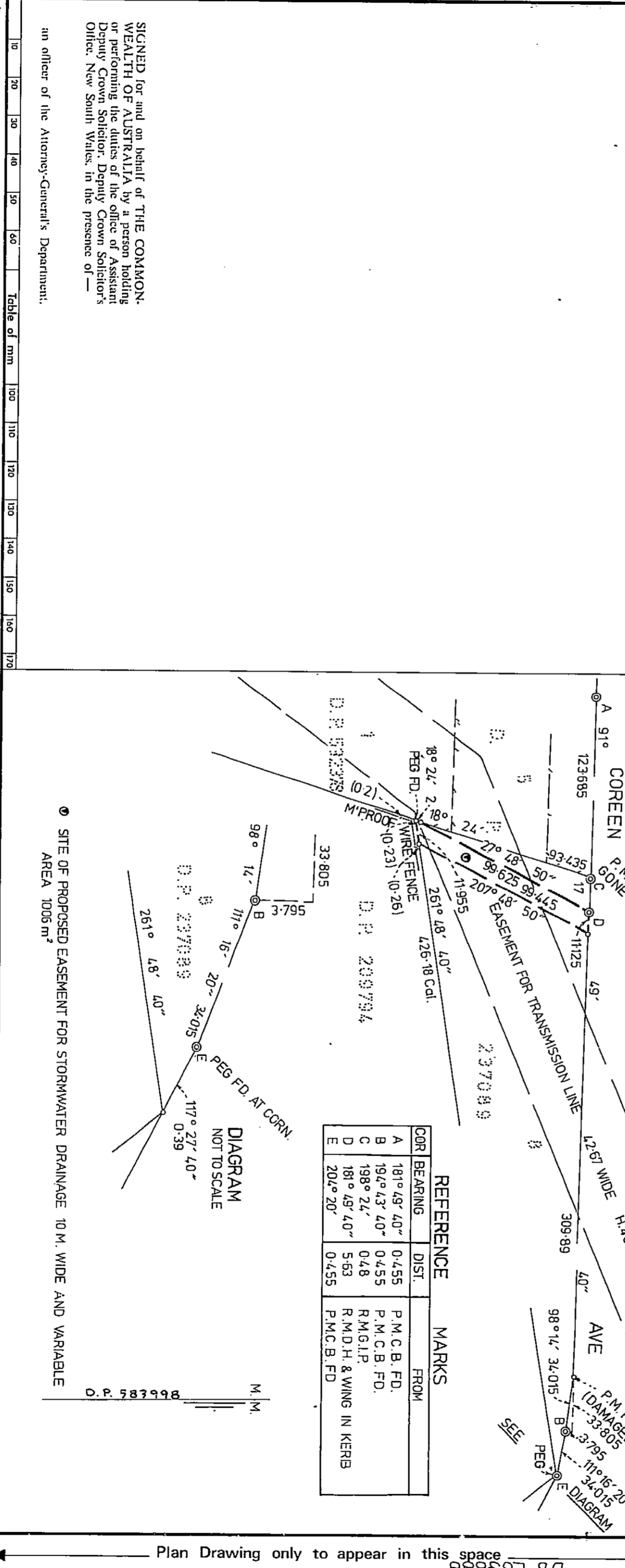
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 583998

OFFICE USE ONLY

Council Clerk's Certificate		Surveyor's Certificate		PLAN OF PROPOSED EASEMENT FOR STORMWATER DRAINAGE 10 M WIDE AND VARIABLE THROUGH LOT 8 D.P. 237089		D.P. 583998	
I hereby certify that - (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and (b) the requirements of section 348 of the Metropolitan Water, Sewerage, and Drainage Act, 1929, as amended, (Hunter District Water, Sewerage, and Drainage Act, 1956, as amended) have been complied with by the applicant in relation to the proposed "new road", "subdivision" or "consolidated lot" set out herein (Insert "new road", "subdivision" or "consolidated lot" set out herein) Subdivision No. Date (Signature) Council Clerk		I, <u>NELIO ANTHONY PESAMENTO</u> of <u>THE AUST SURVEY OFFICE, SYDNEY</u> a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made "(1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 1 9th JUNE 1975 Signature <u>[Signature]</u> Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth, A-B Strike out either (1) or (2). Insert date of survey.		Address: City: <u>PENRITH</u> Locality: <u>PENRITH</u> Parish: <u>CASTLEREAGH</u> County: <u>CUMBERLAND</u> Reduction Ratio 1: 2000 Lengths are in metres		Registered: <u>[Stamp]</u> <u>11-6-1976</u> C.A.: Title System: <u>TORRENS</u> Purpose: <u>EASEMENT</u> Ref. Map: <u>PENRITH SH. 5B</u> Last Plan: <u>D.P. 237089</u>	

Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

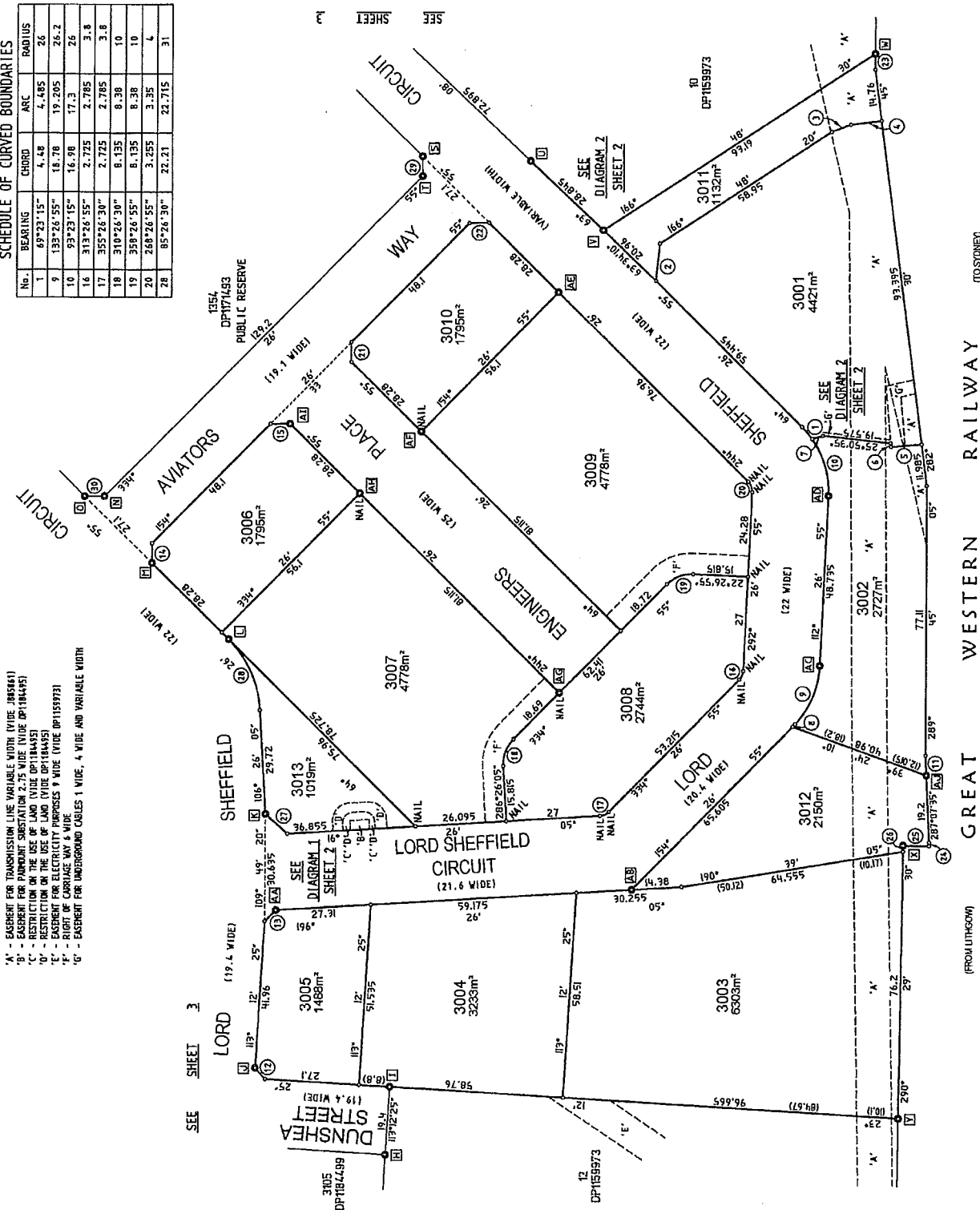


Plan Drawing only to appear in this space

I, Jack Hayward Watson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 15th day of June, 1976.

SCHEDULE OF LINES		
No.	BEARING	DISTANCE
1	N 15° 37' 40"	10.78
2	S 17° 25' 15"	5.85
4	S 19° 30' 45"	8.84
5	N 1° 58' 05"	8.84
6	S 104° 58' 05"	1.045
7	S 4° 00' 40"	3.305
8	S 154° 26' 55"	0.315
11	S 89° 07' 35"	5.7
12	S 68° 12' 35"	4.245
13	S 154° 19' 15"	1.4485
14	S 107° 26' 55"	5.655
15	S 192° 26' 55"	5.655
21	S 107° 26' 55"	5.655
22	S 192° 26' 55"	5.655
23	S 289° 54' 10"	4.6
24	S 290° 38"	0.985
25	S 20° 29' 30"	7.1485
26	S 289° 29' 30"	1.74
27	S 61° 26' 05"	8.485
28	S 289° 26' 55"	5.655
30	S 192° 26' 55"	5.655

No.	BEARING	CHORD	ARC	RADIUS
1	69°23'15"	4.48	4.485	26
9	132°28'55"	18.76	19.205	26.2
10	59°23'15"	16.98	17.3	26
16	31°26'55"	2.725	2.785	3.8
17	355°26'30"	2.725	2.785	3.8
18	310°26'30"	8.135	8.38	10
19	358°28'55"	18.15	18.38	10
20	268°26'55"	3.255	3.35	4
28	85°26'30"	22.21	22.715	31



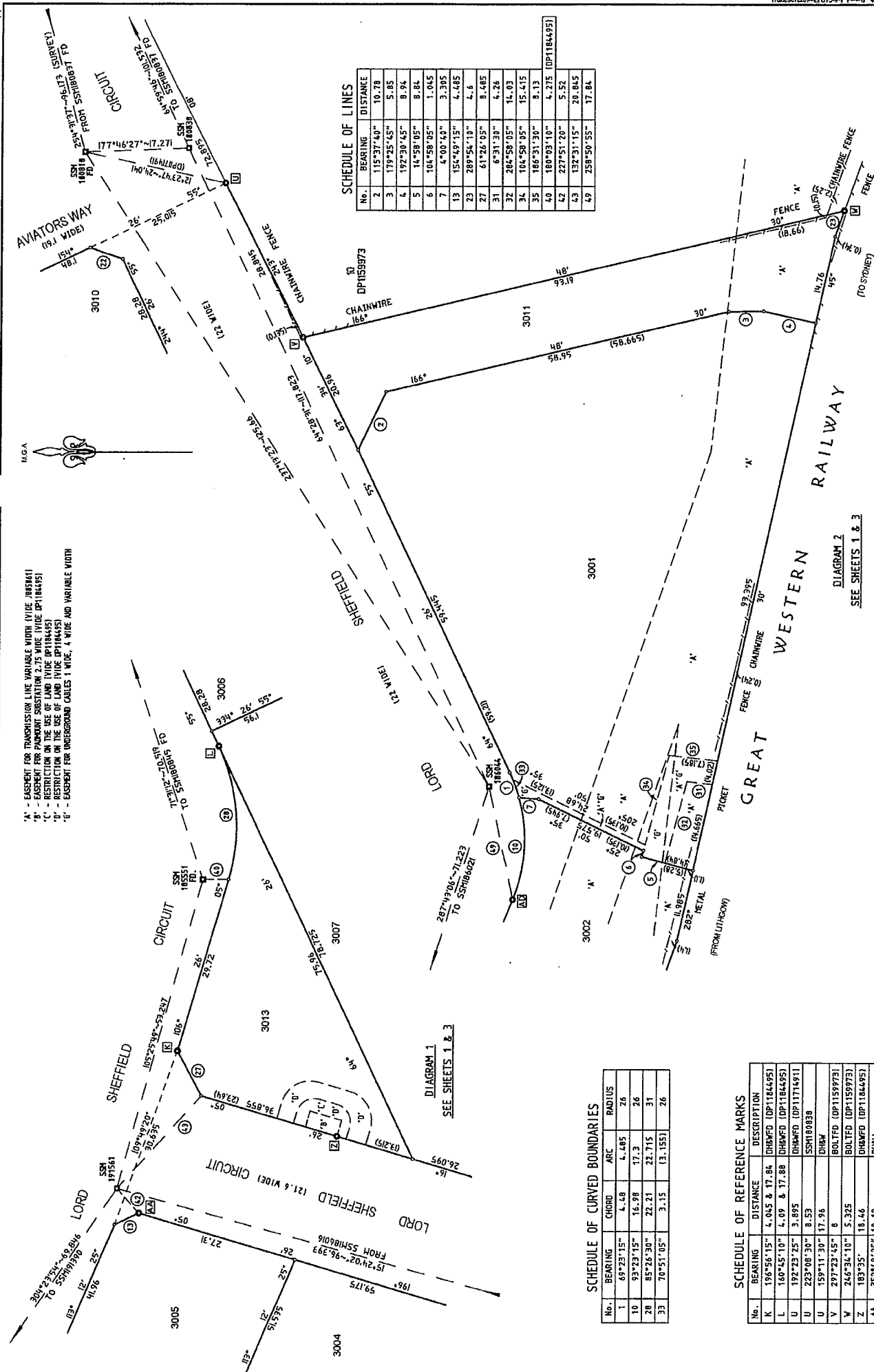
SCHEDULE OF REFERENCE MARKS				
No.	BEARING	DISTANCE		DESCRIPTION
		H	I	
		67°19'35"	11.59	DH&PD (DP1171491)
J		64°40'35"	17.61	DH&PD (DP1171491)
J		156°28'50"	4.61 & 22.715	DH&PD (DP1184495)
K		198°56'15"	4.045 & 17.84	DH&PD (DP1184495)
L		160°45'10"	4.09 & 17.88	DH&PD (DP1184495)
L		191°57"	5.03 & 22.53	DH&PD (DP1184495)
N		64°25'50"	5.995 & 15.765	DH&PD (DP1171493)
O		134°05'05"	4.315 & 19.07	DH&PD (DP1171493)
S		334°23'28"	4.07 & 17.87	DH&PD (DP1171493)
T		70°09"	5.75 & 15.05	DH&PD (DP1171491)
U		192°23'25"	3.895	DH&PD (DP1171491)
U		232°08'30"	8.53	SS&I 80438
V		159°11'30"	17.96	DH&V
V		297°23'45"	8	DH&V
W		246°34'10"	5.325	BOL/DP (DP1159973)
X		180°39'10"	7.97	BOL/DP (DP1159973)
Y		305°34'35"	11.93	DH&PD (DP1171491)
AA		292°48'25"	10.18	DH&V
AA		313°45'30"	19.72	DH&V
AB		280°20'25"	7.695	DH&V
AB		274°25'25"	19.095	DH&V
AC		188°31'45"	4.245	DH&V
AC		190°03'40"	18.435	DH&V
AD		257°13'20"	9.355	DH&V
AD		211°57"	18.79	DH&V
AE		342°53"	4.12	DH&V
AF		110°26'35"	4.895	DH&V
AG		269°56'10"	8.015	DH&V
AG		308°34'45"	16.225	DH&V
AH		15°04'25"	4.555	DH&V
AI		39°23'25"	8.155	DH&V
AJ		333°39'55"	8.885	DH&V
AJ		103°27'40"	27.185	DH&V

<p>Surveyor: GRAHAM JOHN HALL</p> <p>Date of Survey: 23 APRIL 2015</p>	<p>PLAN OF</p> <p>SUBDIVISION OF LOT 1196 DP-1171491</p>
--	--

LGA: PENRITH
Locality: PENRITH
Subdivision No. 046/15
Lengths are in metres Reduction Ratio 1: 50

Registered
1.7.2015

DP1184498



SCHEDULE OF LINES

No.	BEARING	DISTANCE
1	115°37'40"	10.78
2	179°25'45"	5.85
3	192°30'45"	8.94
4	14°58'05"	8.84
5	104°58'05"	1.045
6	4°00'42"	3.305
7	155°49'15"	4.485
8	289°54'10"	4.6
9	61°26'05"	8.485
10	6°31'38"	4.26
11	284°58'05"	14.03
12	104°58'05"	15.415
13	186°31'30"	8.13
14	180°03'10"	4.275
15	227°51'20"	5.52
16	132°31'15"	20.845
17	258°50'55"	17.84

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	68°23'15"	4.48	1.485	26
10	93°23'15"	16.98	17.3	26
28	85°25'30"	22.21	22.715	31
33	70°51'05"	3.15	(3.155)	26

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
K	196°56'15"	4.045 & 17.84	DHMFDP (DP1184495)
L	160°45'10"	4.09 & 17.88	DHMFDP (DP1184495)
U	192°23'25"	3.895	DHMFDP (DP1171491)
U	223°08'30"	8.53	SM180838
U	159°11'30"	17.96	DHMF
V	297°23'45"	8	BOLTFD (DP1159773)
W	246°34'10"	5.325	BOLTFD (DP1159773)
Z	183°35'	18.46	DHMFDP (DP1184495)
AA	352°49'25"	10.18	DHMF
AA	313°45'30"	19.72	DHMF
AD	257°13'20"	9.355	DHMF
AD	211°57'	18.79	DHMF

Surveyor: GRAHAM JOHN HALL

Date of Survey: 20 APRIL 2015

Surveyor's Ref: 72-03A

PLAN OF
SUBDIVISION OF LOT 1195 DP117491LGA: PENRITH
Locality: PENRITH
Subdivision No. 046/15

Lays out an interest in land in accordance with the provisions of the Land Use Management Act 1999

Registered
1.7.2015

DP1184498

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	357°39'35"	4.215 & 18.79	CHAMFD (DP1171492)
B	349°56'35"	4.19 & 18.6	CHAMFD (DP1171491)
C	316°28'40"	4.205 & 18.635	CHAMFD (DP1171492)
D	294°04'30"	24.77	SSM180645FD (DP1171491)
E	303°02'05"	6.31	CHAMFD (DP1184495)
F	324°22'10"	7	CHAMFD (DP1184499)
G	267°18'55"	4.125	CHAMFD (DP1184499)
H	67°19'35"	11.59	CHAMFD (DP1171491)
I	84°40'35"	17.64	CHAMFD (DP1171491)
J	156°28'50"	4.61 & 22.715	CHAMFD (DP1184495)
K	166°56'15"	4.945 & 17.84	CHAMFD (DP1184495)
L	160°45'10"	4.09 & 17.88	CHAMFD (DP1184495)
M	191°57'	5.03 & 22.53	CHAMFD (DP1184495)
N	44°25'50"	5.995 & 15.745	CHAMFD (DP1171493)
O	134°05'05"	4.315 & 19.07	CHAMFD (DP1171493)
P	120°26'20"	4.835 & 21.5	CHAMFD (DP1171493)
Q	170°22'	2.165	CHAMFD (DP1171492)
R	170°22'	20.195	SSM180645FD (DP1171492)
S	22°21'45"	5.07	CHAMFD (DP1159973)
T	334°23'10"	4.07 & 17.87	CHAMFD (DP1171493)
U	70°09'	5.75 & 15.05	CHAMFD (DP1171493)
V	192°23'25"	3.895	CHAMFD (DP1171491)
W	223°08'30"	8.53	SSM180838
X	159°11'30"	17.76	CHAMFD (DP1159973)
Y	297°23'45"	8	CHAMFD (DP1159973)
Z	246°34'10"	5.325	CHAMFD (DP1159973)
AA	180°39'10"	7.97	CHAMFD (DP1159973)
AB	205°34'35"	11.93	CHAMFD (DP1171491)
AC	280°20'25"	7.635	CHAMFD (DP1171491)
AD	271°54'25"	19.095	CHAMFD (DP1171491)
AE	188°31'45"	4.245	CHAMFD (DP1171491)
AF	190°03'40"	18.435	CHAMFD (DP1171491)
AG	257°13'20"	9.355	CHAMFD (DP1171491)
AH	211°57'	18.79	CHAMFD (DP1171491)
AI	103°27'40"	27.185	CHAMFD (DP1171491)

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
28	85°26'30"	22.21	22.715	31
37	265°24'30"	6.45	6.595	9

SCHEDULE OF LINES

No.	BEARING	DISTANCE
11	287°07'35"	5.7
12	68°12'25"	4.245
14	109°26'55"	5.655
23	289°54'10"	4.6
24	290°28'	0.985
25	20°29'30"	7.485
26	290°29'30"	1.74
29	289°24'55"	5.655
30	19°26'55"	5.655
36	64°26'55"	2.765
38	64°26'55"	10.2
39	48°16'05"	6.495 (DP1171492)
40	180°03'10"	4.275 (DP184495)
41	169°55'50"	26.08
44	122°49'30"	18.72
45	39°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) & 41(2)			
MARK	EASTING	NORTHING	ZONE
SSM180818	286 853.955	6 263 784.077	56
SSM180819	286 946.653	6 263 789.738	56
SSM180820	286 854.6	6 263 746.3	56
SSM180844	286 870.218	6 263 447.761	56
SSM180845	286 793.667	6 263 393.100	56
SSM180851	286 726.8	6 263 370.8	56
SSM180818	286 643.9	6 263 292.0	56
SSM180821	286 600.5	6 263 277.8	56
SSM180844	286 748.3	6 263 176.1	56
SSM180845	286 617.8	6 263 142.4	56
SSM181361	286 875.3	6 263 384.3	56

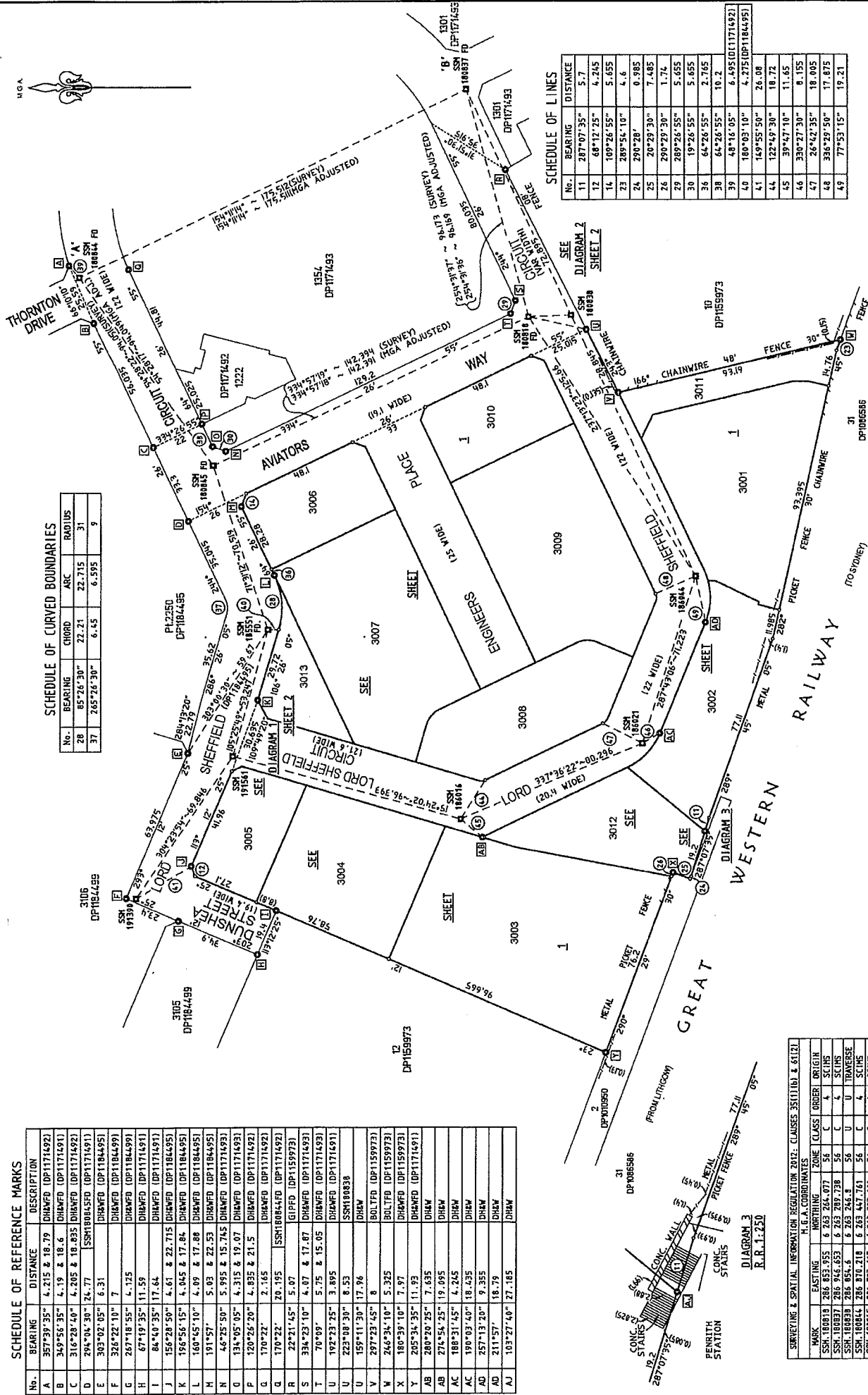
ESTABLISHED MARK SOURCE: SCMS DATED 20/04/2015

Surveyor: GRAHAM JOHN HALL
Date of Survey: 23 APRIL 2015
Surveyors Ref: 72-00-0A

PLAN OF
SUBDIVISION OF LOT 1106 DP1171491


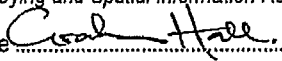
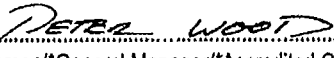
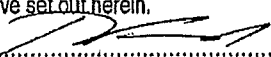
LGA: PENRITH
Locality: PENRITH
Subdivision No. 046/15
Lengths are in metres. Reduction Ratio: 1:1000

Registered
1.7.2015
DP1184498



DP1184498

Ref: R696806 / Doc: DP1184498 P / Rev: 02-Jul-2015 / Ste: SC OK / Prc: 10-Jul-2015 11:22 / Pgs: ALL / Seq: 3 of 3

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 A 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		

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:



1.7.2015

Office Use Only

Office Use Only

DP1184498

PLAN OF

SUBDIVISION OF LOT 1196 DP1171491

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

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

Subdivision Certificate number: 046/15Date of Endorsement: 10/6/15

IT IS INTENDED TO DEDICATE TO THE PUBLIC

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

AS PUBLIC ROAD.

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

TO CREATE:-

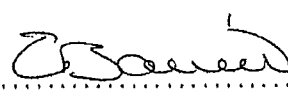
1. RIGHT OF CARRIAGE WAY 6 WIDE
2. EASEMENT FOR UNDERGROUND CABLES 1 WIDE, 4 WIDE AND VARIABLE WIDTH

TO RELEASE:-

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

SIGNED BY: ELIZABETH BAIRD

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



 SIGNATURE

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 72-10-3A

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

Lengths are in Metres

Sheet 1 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196

DP1171491 covered by Council's

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

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

Part 1

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

Part 1A (Release)

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

APPROVED BY PENRITH CITY COUNCIL

.....
 Authorised Officer

Lengths are in Metres

Sheet 2 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196

DP1171491 covered by Council's

Subdivision Certificate No. 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

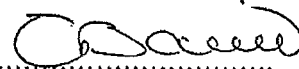
Subdivision Certificate No. C0046/15 10/6/15

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 MARINER

Name of Witness (BLOCK LETTERS)

5/4 ORANGE GROVE,

CASTLE HILL NSW 2154

Address of Witness

12 JUNE 2015

Date of execution

APPROVED BY PENRITH CITY COUNCIL



Authorised Officer

Lengths are in Metres

Sheet 4 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196

DP1171491 covered by Council's

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

Part 2 (cont)

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



Signature of WITNESS

Simon Lawton

Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148



Signature of Attorney

Helen Smith

Name of Attorney

Manager Property & Fleet
Position

Date of Execution: *27 MAY 2015*

Reference: *UCS0432*

APPROVED BY PENRITH CITY COUNCIL

Authorised Officer

Lengths are in Metres

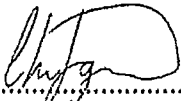
Sheet 5 of 5 Sheets

DP1184498

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

Part 2 (cont)

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


.....
Signature of Witness

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

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

Bruce Bennett
.....
Signature of Authorised Person

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

Director
Property Leasing
Position Number 566530

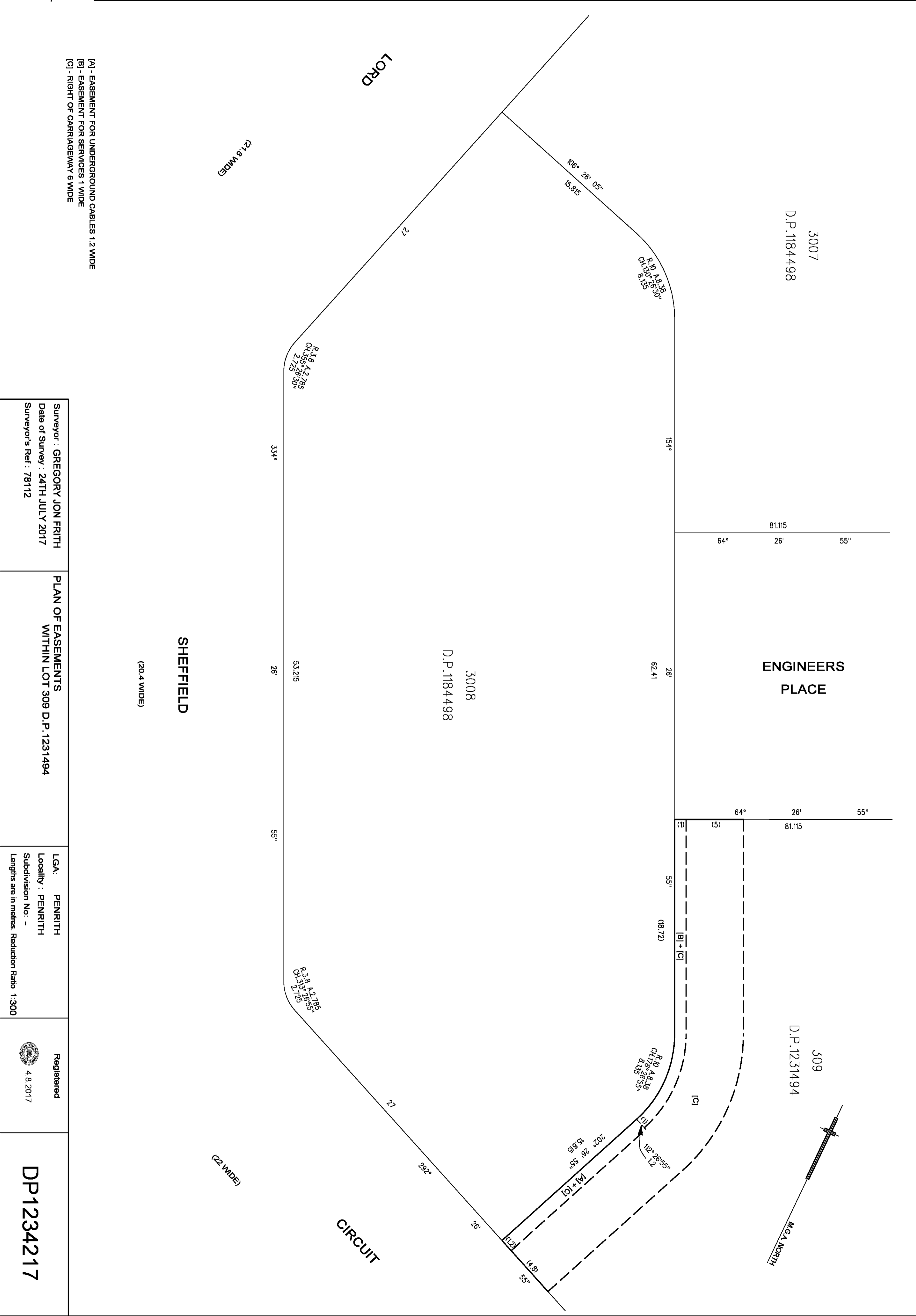
.....
Office Held

REGISTERED



1.7.2015

APPROVED BY PENRITH CITY COUNCIL
Authorised Officer



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

Surveyor : GREGORY JON FRITH Date of Survey : 24TH JULY 2017 Surveyor's Ref : 78112	PLAN OF EASEMENTS WITHIN LOT 309 D.P. 1231494	LGA: PENRITH Locality : PENRITH Subdivision No: - Lengths are in metres. Reduction Ratio 1:300	Registered 4.8.2017	DP1234217
---	--	---	------------------------	-----------

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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DP1234217


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  4.8.2017
Title System: TORRENS
Purpose: EASEMENTS

Office Use Only

Office Use Only

DP1234217

PLAN OF EASEMENTS
WITHIN LOT 309 D.P.1231494

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

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Subdivision Certificate

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

Signature:

Accreditation number:

Consent Authority:

Date of endorsement:

Subdivision Certificate number:

File number:

* Strike through if inapplicable.

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

Survey Certificate

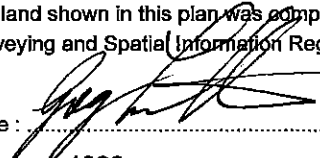
I, GREGORY JON FRITH
of RYGATE & COMPANY PTY. LIMITED, SYDNEY

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

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

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

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

Signature:  Date: 24/7/2017

Surveyor ID: 1066

Datum Line: "X" - "Y"

Type: *Urban/*Rural

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

* Strike through if inapplicable.

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

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

If space is insufficient continue on PLAN FORM 6A

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

Surveyors Reference: 78112

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  4.8.2017

PLAN OF EASEMENTS
WITHIN LOT 309 D.P.1231494

DP1234217

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

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

Subdivision Certificate number :

Date of Endorsement :

SCHEDULE OF LOTS AND ADDRESSES

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

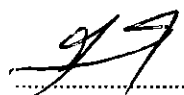
PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 IT IS INTENDED
TO CREATE :-

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

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

)
)
)

SIGNATURE



PRINT NAME TIMOTHY GAVIN CASEY

(DIRECTOR)

SIGNATURE



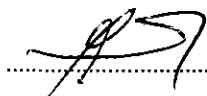
PRINT NAME DEBORAH ESTHER LANDES

(DIRECTOR/SECRETARY)

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

)
)
)

SIGNATURE



TIMOTHY GAVIN CASEY

(SOLE DIRECTOR/SECRETARY)

If space is insufficient use additional annexure sheet

Surveyors Reference : 78112

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:



4.8.2017

PLAN OF EASEMENTS

WITHIN LOT 309 D.P.1231494

DP1234217

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

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

Subdivision Certificate number :

Date of Endorsement :

MORTGAGEE:

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

WITNESS

CAROLINE SHEN
Associate
NAB Corporate Property NSW

ATTORNEY

RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

If space is insufficient use additional annexure sheet

Surveyors Reference : 78112

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

Lengths are in metres (Sheet 1 of 6 sheets)

PLAN : DP1234217

Plan of Easements within
Lot 309 D.P.1231494

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

Full Name and Address of the owner of the land :

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 in black ink, appearing to be initials or names, located at the bottom right of the page.

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

Lengths are in metres

(Sheet 3 of 6 sheets)

PLAN : DP1234217

Plan of Easements within
Lot 309 D.P.1231494

(e) make good any collateral damage.

4. For the purposes of this easement,

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

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

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

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

Epsilon Distribution Ministerial Holding Corporation

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

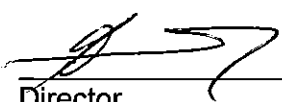

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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 DEBORAH ESTHER LANDES
Print Name Print Name

EXECUTED BY-

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


Timothy Gavin Casey
Sole Director/Secretary



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

Lengths are in metres

(Sheet 5 of 6 sheets)

PLAN : DP1234217

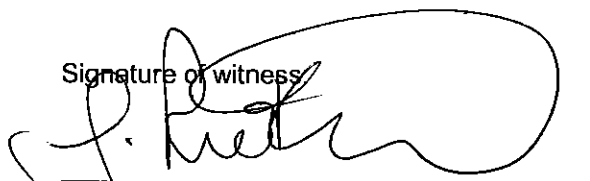
Plan of Easements within
Lot 309 D.P.1231494

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878

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

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

Signature of witness:




Name of witness:

GEOFFREY RIETHMULLER

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney: Book 4727 No 524

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

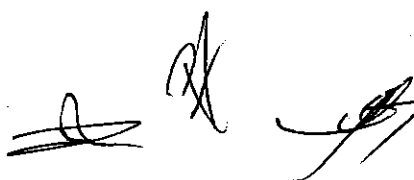
Endeavour Energy reference:

UML7891

Date of signature:

10 July 2017

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



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

Lengths are in metres

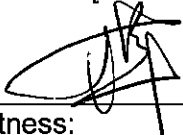
(Sheet 6 of 6 sheets)


PLAN : DP1234217

Plan of Easements within
Lot 309 D.P.1231494

Executed by Mortgagee

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


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



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

REGISTERED



4.8.2017

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



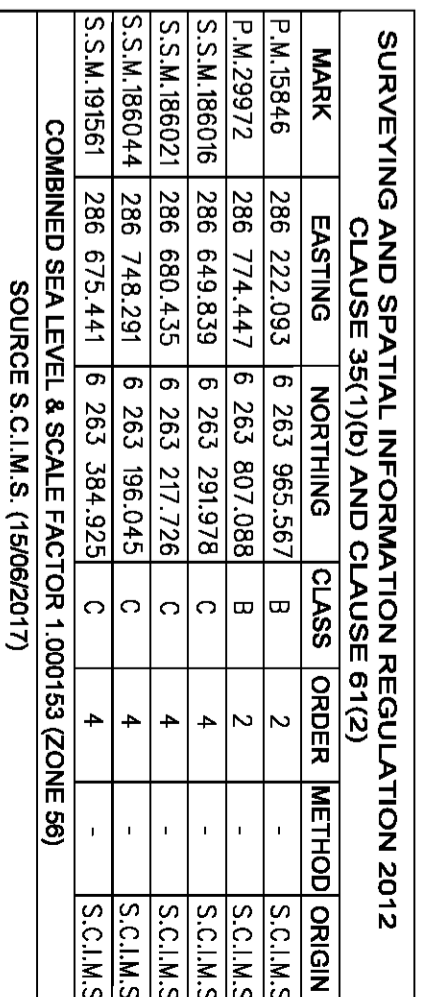


DIAGRAM 2
NOT TO SCALE

DATUM : AUSTRALIAN HEIGHT DATUM
ORIGIN OF LEVELS : P.M.29972
R.L.25.447 A.H.D.

SURVEYING AND SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b) AND CLAUSE 61(2)						
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
P.M.15846	286 222.093	6 263 965.567	B	2	-	S.C.I.M.S
P.M.29972	286 774.447	6 263 807.088	B	2	-	S.C.I.M.S
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
S.S.M.191651	286 675.441	6 263 384.925	C	4	-	S.C.I.M.S
COMBINED SEA LEVEL & SCALE FACTOR 1,000153 (ZONE 56)						
SOURCE S.C.I.M.S. (15/06/2017)						

[A] - RIGHT OF FOOTWAY 4.55 & 6 WIDE
[B] - RIGHT OF FOOTWAY 1.45 WIDE
[C] - EASEMENT FOR LIGHT & AIR 1.45 WIDE
[D] - RIGHT OF CARRIAGEWAY (VARIABLE WIDTH)

PLAN OF SUBDIVISION OF
LOT 3008 D.P. 1184498


LGA: PENRITH
Locality: PENRITH
Subdivision No: 024/18
Lengths are in metres. Reduction Ratio 1:5000

Registered
11.4.2018

DP1240166

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  11.4.2018 Office Use Only
Title System: TORRENS
Purpose: SUBDIVISION

Office Use Only

DP1240166

PLAN OF SUBDIVISION OF
LOT 3008 D.P.1184498

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

Crown Lands NSW/Western Lands Office Approval

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

Signature:
Date:
File Number:
Office:

Survey Certificate

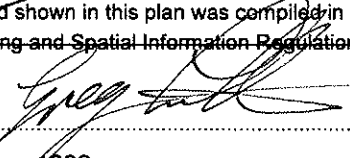
I, GREGORY JON FRITH
of RYGATE & COMPANY PTY. LIMITED, SYDNEY

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

*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 28th JULY, 2017

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

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

Signature:  Date: 28/8/2017
Surveyor ID: 1066

Datum Line: "X" - "Y"

Type: *Urban/*Rural

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

* Strike through if inapplicable.

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

Subdivision Certificate SC18/0014

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

Signature: 

Accreditation number:

Consent Authority: Penrith City Council

Date of endorsement: 22/3/18

Subdivision Certificate number: 024/18

File number: DA17/1301

* Strike through if inapplicable.

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

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

If space is insufficient continue on PLAN FORM 6A

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

Surveyors Reference: 77983

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:



11.4.2018

PLAN OF SUBDIVISION OF
LOT 3008 D.P.1184498

DP1240166

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

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

Subdivision Certificate number : 024/18

Date of Endorsement : 22/3/18

SCHEDULE OF LOTS AND ADDRESSES

Lot	Street number	Street Name	Street Type	Locality
1	N/A			
2	N/A			

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

1. RIGHT OF FOOTWAY 4.55 & 6 WIDE [A]
2. RIGHT OF FOOTWAY 1.45 WIDE [B]
3. EASEMENT FOR LIGHT & AIR 1.45 WIDE [C]
4. RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) [D]

EXECUTED by ~~ST HILLIERS (Q) LTD~~ **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


~~Sole Director/Secretary~~~~Print Name: TIMOTHY GAVIN CASEY~~

If space is insufficient use additional annexure sheet

Surveyors Reference : 77983

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  11.4.2018		Office Use Only
PLAN OF SUBDIVISION OF LOT 3008 D.P.1184498		Office Use Only <h2>DP1240166</h2>
Subdivision Certificate number <u>024/18</u> Date of Endorsement: <u>22/3/18</u>		
This sheet is for the provision of the following information as required : <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 		

EXECUTED by PENRITH CITY
 COUNCIL by its authorised delegate
 pursuant to s377 Local Government Act 1993
 before this witness who is personally known to
 the delegate or as to whose identity I, the witness,
 am otherwise satisfied has signed this instrument
 in my presence and who confirms he/she is an
 eligible witness

Abby Yonan
 Signature of witness

Abby Yonan Print Name

C/601 High St Address of witness
Penrith

Gavin Cherry
 Signature of authorised delegate

Gavin Cherry Name of authorised delegate

Development Position of authorised delegate
Assessment Coordinator

~~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~~

J. Mehta
 Witness

JEEVIKA MEHRA
 Full Name

Level 22, 255 George St
Sydney, NSW 2000

Address

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

R. Tweedy
 Attorney

RACHEL TWEEDY
 Associate Director
 Full Name NAB Corporate Property NSW

If space is insufficient use additional annexure sheet

Surveyors Reference : 77983

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 & 88E Conveyancing Act, 1919

(Sheet 1 of 4 sheets)

Plan: **DP1240166**

Plan of Subdivision of
Lot 3008 Deposited Plan 1184498
covered by subdivision certificate No. 024/18

Full name and address of proprietors of the land	ST HILLIERS (Q) LTD ACN 617 373 841 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	Servient Tenement	Dominant Tenement
1.	Right of footway 4.55 and 6 wide (A)	Lot 2	Penrith City Council
2.	Right of footway 1.45 wide (B)	Lot 1	Penrith City Council
3.	Easement for light and air 1.45 wide (C)	Lot 1	Lot 2
4.	Right of Carriageway (variable width) (D)	Lot 2	Penrith City Council

PART 2 - TERMS

1. Terms of Right of footway (4.55 and 6 wide) noted (A) in the plan

- (a) Subject to the right of the proprietor of the servient tenement and those authorised by it to place tables and chairs on the Footway Area 1, full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass on foot at all times and for all purposes without vehicles over the Footway 1 Area.
- (b) In this easement the following meanings are given:

Footway Area 1 means the area shown marked (A) On the Plan.

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

(Sheet 2 of 4 sheets)

Plan: **DP1240166**

Plan of Subdivision of
Lot 3008 Deposited Plan 1184498
covered by subdivision certificate No. 024/1B

2. Terms of Right of footway (1.45 wide) noted (B) in the plan

- (a) Subject to the right of the proprietor of the servient tenement and those authorised by it to place tables and chairs on the Footway Area 2, full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass on foot at all times and for all purposes without vehicles over the Footway 2 Area.
- (b) In this easement the following meanings are given:

Footway Area 2 means the area shown marked (B) On the Plan.

Name of person empowered to release, vary or modify easement (B) in the plan:
Penrith City Council

3. Terms of easement for light and air (1.45 wide) noted (C) 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:
- i. any Permitted Structure; and
 - ii. 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:

Permitted Structure means any shade sail or awning the erection of which the proprietor of the Dominant Tenement (or its predecessor in title) has approved in writing; and

Restricted Area means the area as shown marked (C) On the Plan.

4. Terms of Right of Carriageway (variable width) noted (D) in the plan

Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both over the area of the Servient Tenement marked (D) on the Plan.

Name of person empowered to release, vary or modify Right of Carriageway (D) in the plan:
Penrith City Council

(Sheet 3 of 4 sheets)

Plan: **DP1240166**

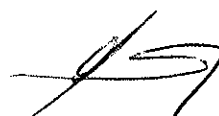
Plan of Subdivision of
Lot 3008 Deposited Plan 1184498
covered by subdivision certificate No. 024/18

EXECUTION PAGE

Dated the _____ day of _____

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

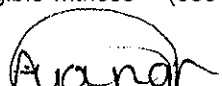
EXECUTED by ST HILLIERS (Q) PTY LIMITED)
~~ST HILLIERS (Q) LTD~~ ACN 617 373 841)
in accordance with Section 127(1) of the)
Corporations Act 2001 (Cth))



Sole Director/ Secretary

Print Name: TIMOTHY GAVIN CASEY

EXECUTED by PENRITH CITY)
COUNCIL by its authorised delegate)
pursuant to s377 Local Government Act)
1993 before this witness who is personally)
known to the delegate or as to whose)
identity I, the witness, am otherwise)
satisfied has signed this instrument in my)
presence and who confirms he/she is an)
eligible witness** (see note below)



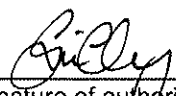
Signature of witness

Abby Younan

Print Name:

C/601 High St Penrith

Address of witness



Signature of authorised delegate

Gavin Cherry

Name of authorised delegate

Development Assessment Coordinator

Position of authorised delegate

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


(Sheet 4 of 4 sheets)

Plan: **DP1240166**

Plan of Subdivision of
Lot 3008 Deposited Plan 1184498
covered by subdivision certificate No. 024/18

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
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]~~

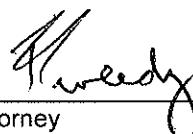


Witness:

Full Name: JEEVIKA MEHRA

Address Level 22, 255 George st
Sydney NSW 2000

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



Attorney

Full Name:

RACHEL TWEEDY

Associate Director

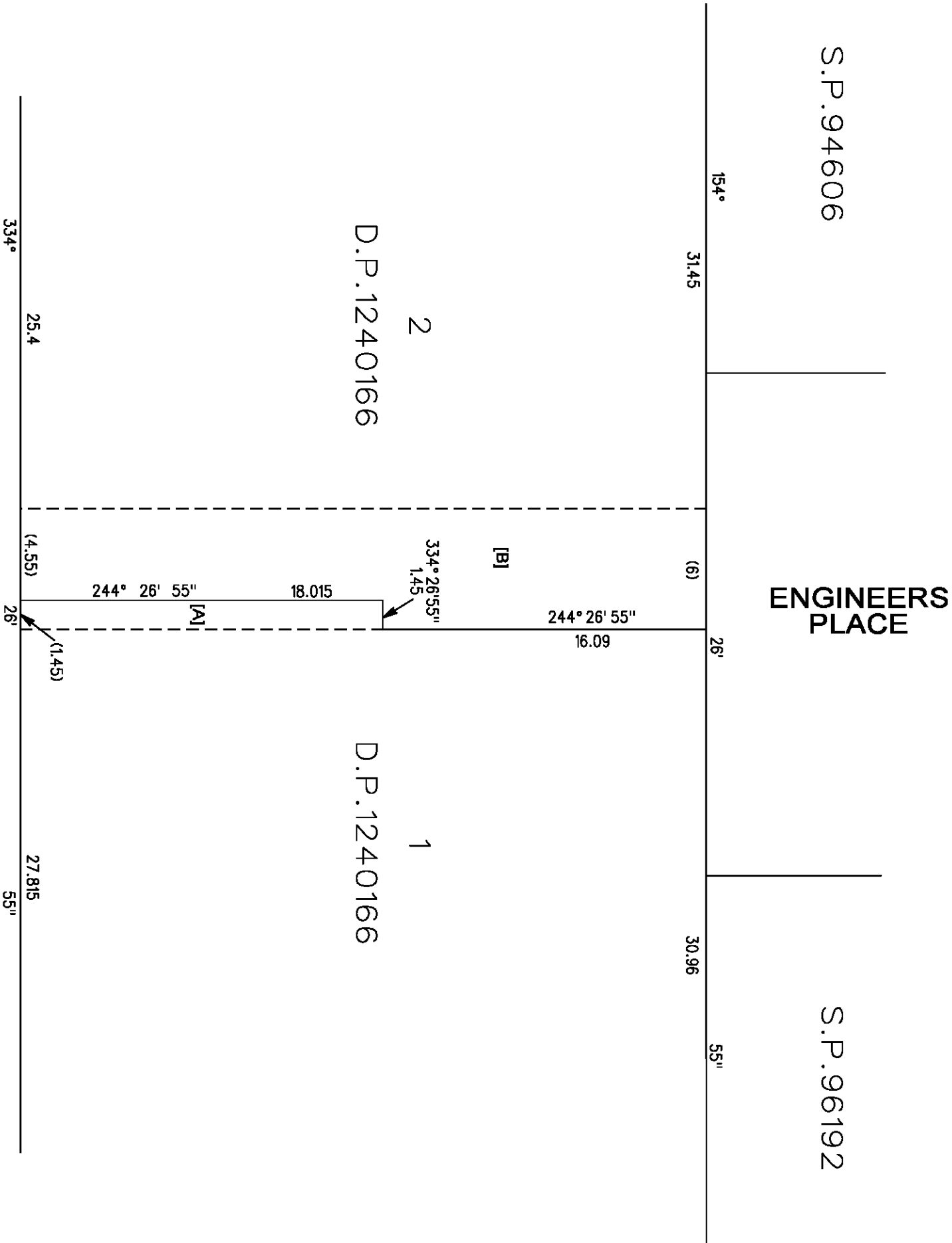
NAB Corporate Property NSW

REGISTERED



11.4.2018

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



[A] - EASEMENT FOR LIGHT & AIR 1.45 WIDE
[B] - EASEMENT FOR LIGHT & AIR 4.55 & 6 WIDE


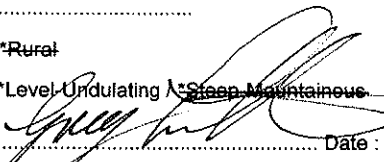
SURVEYOR
Name : GREGORY JON FRITH
Date : 12th JULY, 2018
Reference : 78650

PLAN HEADING
PLAN OF EASEMENTS FOR LIGHT & AIR
WITHIN LOTS 1 & 2 D.P. 1240166

LGA: PENRITH
Locality : PENRITH
Reduction Ratio 1: 250
Lengths are in metres

REGISTERED
31.07.2018

DP1245240

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Registered:  31.07.2018 Title System: TORRENS		Office Use Only		Office Use Only DP1245240	
PLAN OF EASEMENTS FOR LIGHT & AIR WITHIN LOTS 1 & 2 D.P. 1240166		LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND			
Survey Certificate 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 : * (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on * (b) The part of the land shown in the plan (*being/*excluding ^) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or * (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line : Type : *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous Signature :  Date : 12/07/2018 Surveyor Identification No : 1066 Surveyor registered under the Surveying and Spatial Information Act 2002 * Strike out inappropriate words. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the shown herein have been given. Signature: Date: File Number: Office:			
Plans used in preparation of survey/compilation D.P.1240166 If space is insufficient continue on PLAN FORM 6A		Subdivision Certificate I, * Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature : Accreditation number : Consent Authority : Date of endorsement : Subdivision Certificate number : File number : * Strike through if inapplicable.			
Surveyors Reference : 78650		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered:



31.07.2018

Office Use Only

Office Use Only

DP1245240

PLAN OF EASEMENTS FOR LIGHT & AIR
WITHIN LOTS 1 & 2 D.P. 1240166

Subdivision Certificate number :

Date of Endorsement :

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


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

1. EASEMENT FOR LIGHT & AIR 1.45 WIDE [A]
2. EASEMENT FOR LIGHT & AIR 4.55 & 6 WIDE [B]

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

1. EASEMENT FOR LIGHT & AIR 1.45 WIDE
CREATED BY DP1240166


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


Sole Director/ Secretary
Print Name: TIMOTHY GAVIN CASEY

If space is insufficient use additional annexure sheet

Surveyors Reference : 78650

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Registered:  31.07.2018 Office Use Only

Office Use Only
DP1245240

PLAN OF EASEMENTS FOR LIGHT & AIR
WITHIN LOTS 1 & 2 D.P. 1240166

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number :

Date of Endorsement :

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

Witness: 

Full Name: KEVIN KIM
ASSOCIATE

Address
255 GEORGE ST SYDNEY
NSW 2000

Attorney: 

Full Name:

DANIEL MILLAR
NAB Corporate Property NSW
Associate Director

If space is insufficient use additional annexure sheet

Surveyors Reference : 78650

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 4 sheets)

Plan: DP1245240

Plan of Easements for light and air Within
Lots 1 & 2 D.P. 1240166

PTY

Full name and address of proprietors of the land	ST HILLIERS (Q) LIMITED ACN 617 373 841 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	Servient Tenement	Dominant Tenement
1.	Easement for light and air 1.45 wide (A)	Lot 1 DP1240166	Lot 2 DP1240166
2.	Easement for light and air 4.55 and 6 wide (B)	Lot 2 DP1240166	Lot 1 DP1240166

PART 1A - RELEASE

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Servient Tenement	Dominant Tenement
3.	Easement for light and air 1.45 wide (C) <i>CREATED BY DP1240166</i> <i>released</i>	Lot 1 <i>DP1240166</i>	Lot 2 <i>DP1240166</i>

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 2 of 4 sheets)

Plan: **DP1245240**

**Plan of Easements for light and air within
Lot 1 DP1240166 and Lot 2 DP1240166**

PART 2 – TERMS

1. Terms of easement for light and air (1.45 wide) noted (A) on 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:
- i. any Permitted Structure; and
 - ii. 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:

Permitted Structure means any shade, sail or awning made of non-combustible material; and

Restricted Area means the area as shown marked (A) on the Plan.

2. Terms of easement for light and air (4.55 and 6 wide) noted (B) on the plan

- (c) 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:
- iii. any Permitted Structure located 3 metres or more from the boundary of lot 1; and
 - iv. 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.

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

Permitted Structure means any shade, sail or awning made of non-combustible material; and

Restricted Area means the area as shown marked (B) on the Plan.

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 3 of 4 sheets)

Plan: DP1245240

Plan of Easements for light and air within Lot 1 DP1240166 and Lot 2 DP1240166

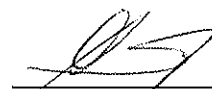
EXECUTION

Dated the day of

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

LOT 1 PROPRIETOR)
EXECUTED by PTY)
ST HILLIERS (Q) LIMITED ACN 617 373)
841)

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



Sole Director/ Secretary

Print Name: **TIMOTHY GAVIN CASEY**

LOT 2 PROPRIETOR)
EXECUTED by PTY)
ST HILLIERS (Q) LIMITED ACN 617 373)
841)

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



Sole Director/ Secretary

Print Name: **TIMOTHY GAVIN CASEY**

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

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 4 of 4 sheets)

Plan: **DP1245240**

**Plan of Easements for light and air within
Lot 1 DP1240166 and Lot 2 DP1240166**

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: **KEVIN KIM**
Address **ASSOCIATE**

285 GORRAN ST SYDNEY NSW 2000

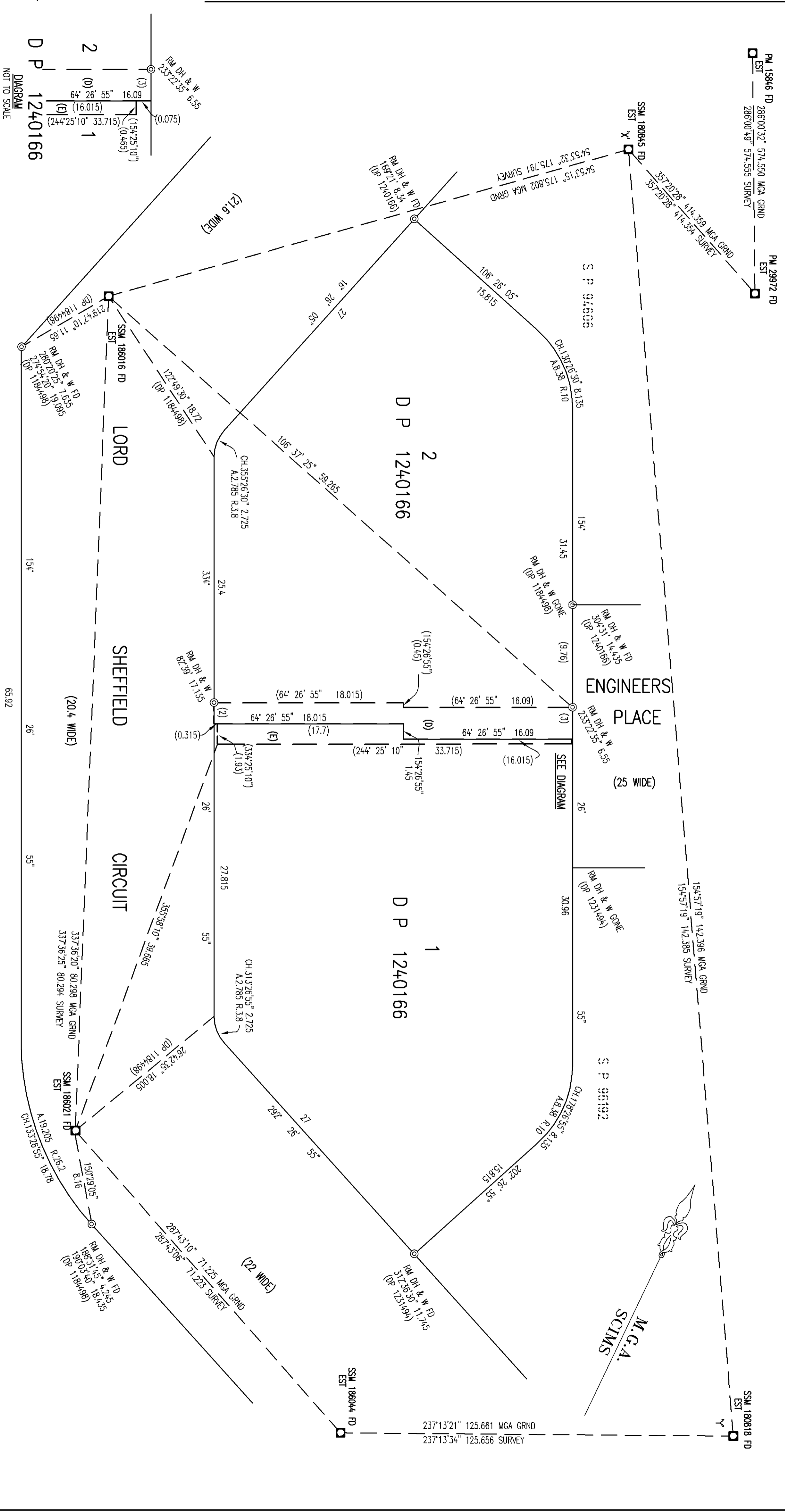
Attorney

Full Name:

DANIEL MILLAR
NAB Corporate Property NSW
Associate Director

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

9031625_2



(D) -EASEMENT FOR ACCESS FOR MAINTENANCE VARIABLE WIDTH
(E) -EASEMENT TO AFFIX STRUCTURE VARIABLE WIDTH
LIMITED IN DEPTH TO THE LEVEL PLANE RL 34.75 AND
LIMITED IN HEIGHT TO THE LEVEL PLANE RL 34.95

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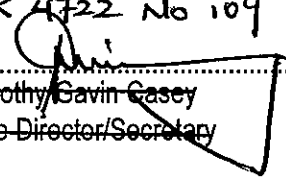

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ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Registered:  01.11.2018 Title System: TORRENS		Office Use Only		Office Use Only	
		DP1247677			
PLAN OF EASEMENTS WITHIN LOTS 1 AND 2 IN DP 1240166		LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND			
Survey Certificate I, <u>MITCHELL KEITH AYRES</u> of Veris Australia 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 *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on:13/09/2018.....,or *(b) The part of the land shown in the plan (*being/*excluding**.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X'-'Y' Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep-Mountainous. Signature: <u>MAy</u> Dated: <u>5/10/2018</u> Surveyor Identification No: <u>8674</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		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:			
		Subdivision Certificate 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: Date of Endorsement: Subdivision Certificate no: File number: *Strike through if inapplicable			
Plans used in the preparation of survey/compilation DP 1240166 DP 1184498		STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land. If space is insufficient continue on PLAN FORM 6A			
Surveyor's Reference: 200717 EASE		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
<div>Office Use Only</div> <div>Registered:  01.11.2018</div> <div>PLAN OF EASEMENTS WITHIN LOTS 1 AND 2 IN DP 1240166</div> <div>Subdivision Certificate No: Date of Endorsement:</div>		<div>Office Use Only</div> <div>DP1247677</div> <div>This sheet is for the provision of the following information as required:<ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• 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>
<p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <p>2 <input checked="" type="checkbox"/> EASEMENT FOR ACCESS FOR MAINTENANCE VARIABLE WIDTH (D)</p> <p>1 <input checked="" type="checkbox"/> EASEMENT TO AFFIX STRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM) (E)</p> <p>SIGNED FOR : ST HILLIERS (Q) PTY LIMITED ACN 617 373 841 BY ITS ATTORNEYS UNDER POWER OF ATTORNEY DATED 20 FEBRUARY 2017 BK 4722 No 109</p> <p> Timothy Gavin Casey Sole Director/Secretary</p> <p>JOSEPH PATRICK CUMMINGS</p> <p>IN THE PRESENCE OF :</p> <p> WITNESS PRINT NAME : RODNEY POWELL Level 3 8 Windmill Street Millers Point NSW 2000</p> <p>If space is insufficient use additional annexure sheet</p> <p>SURVEYORS REFERENCE: 200717 EASE</p>		

ePlan

PLAN FORM 6A (2017)	DEPOSITED 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;"> <div style="width: 40%;">Registered: </div> <div style="width: 40%; text-align: center;">01.11.2018</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> PLAN OF EASEMENTS WITHIN LOTS 1 AND 2 IN DP 1240166 </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="width: 40%;"> Subdivision Certificate No: Date of Endorsement: </div> <div style="width: 50%; border-left: 1px solid black; padding-left: 10px;"> <div style="text-align: right; font-size: small;">Office Use Only</div> <div style="text-align: center; font-size: 2em; font-weight: bold; margin: 20px 0;">DP1247677</div> <div style="font-size: x-small;"> This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 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> </div>		
<div style="margin-bottom: 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;"> <hr style="width: 100%; border: 0.5px solid black;"/> <p>WITNESS</p> <p style="margin-top: 20px;">MONIKA SINGH ASSOCIATE NAB Corporate Property NSW <i>Level 22, 255 George St Sydney</i></p> </div> <div style="text-align: center;"> <hr style="width: 100%; border: 0.5px solid black;"/> <p>ATTORNEY</p> <p style="margin-top: 20px;">RACHEL TWEEDY Director Corporate Property</p> </div> </div> </div> <div style="text-align: center; font-size: small; margin-top: 20px;"> If space is insufficient use additional annexure sheet </div>		
SURVEYORS REFERENCE: 200717 EASE		

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

(Sheet 1 of 7 sheets)

Plan: DP1247677

Plan of Easements within
Lots 1 & 2 D.P. 1240166

Full name and address of proprietors of the land	ST HILLIERS (Q) PTY LIMITED ACN 617 373 841 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	Lot benefitted	Lot burdened
1.	Easement to affix structure variable width (E) (limited in stratum)	Lot 2 DP1240166	Lot 1 DP1240166
2.	Easement for access for maintenance variable width (D)	Lot 1 DP1240166	Lot 2 DP1240166

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 2 of 7 sheets)

Plan: DP1247677

Plan of Easements within
Lots 1 & 2 D.P. 1240166

PART 2 – TERMS

1 Terms of easement to affix structure noted (E) on the plan.

1.1 Terms of Easement

Subject to clause 1.2, the Grantor grants to the Grantee and its Authorised Users the right:

- (a) to affix the Catenary Wire Structure to the Easement Area in the positions and manner approved by the Grantor (such approval not to be unreasonably withheld);
- (b) on reasonable notice to the Grantor and at all reasonable times, to have access to the Lot burdened (including the Easement Area) necessary to affix, repair and maintain the Catenary Wire Structure and to comply with any notice received from any relevant Authority.

1.2 Conditions of easement

The Grantee, in exercise of the rights granted by this easement, must:

- (a) obtain the approval of all relevant Authorities to the erection and installation of the Catenary Wire Structure;
- (b) provide a certificate from a structural engineer certifying that the affixing of the Catenary Wire Structure will not compromise the structural integrity of the building erected on the Lot Burdened;
- (c) ensure all work in relation to the construction and affixing of the Catenary Wire Structure is done properly;
- (d) pay the cost of erecting, installing and affixing the Catenary Wire Structure and the cost of carrying out repairs and maintenance of the Catenary Wire Structure;
- (e) pay for the cost of all electricity used in conjunction with the Catenary Wire Structure;
- (f) take all reasonable precautions to ensure as little disturbance or damage as possible to the Lot Burdened and not interfere unduly or unreasonably with the rights of the Grantor or any occupier of the Lot Burdened;
- (g) before the Grantee may enter the Lot Burdened to exercise the rights granted by this easement, except in the case of an emergency, give a reasonable period of

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 3 of 7 sheets)

Plan: **DP1247677**

Plan of Easements within
Lots 1 & 2 D.P. 1240166

notice to the Grantor of the intended exercise of the rights and comply with the reasonable requirements of the Grantor;

- (h) if the Grantee removes the Catenary Wire Structure or carries out repairs or maintenance to the Catenary Wire Structure, the Grantee must make good any damage to the Lot Burdened (including the Easement Area);
- (i) obtain the approval of the Grantor (not to be unreasonably withheld) to:
 - (i) the type, style, nature, position and direction of illumination of all lighting attached to or forming part of the Catenary Wire Structure; and
 - (ii) any proposed Decorative Object.

1.3 Definitions

For the purpose of this easement:

Authorised User means every person authorised by the Grantee for the purpose of the easement and includes any employees, agents, contractors or subcontractors of the Grantee.

Authority means any federal, state or local government, semi-government, statutory, public, licensing or other authority or body.

Catenary Wire Structure means the catenary wire structure suspended between the buildings erected on the Lot Benefited and the Lot Burdened, and includes all electrical cabling, wiring, lighting, Decorative Objects and any other related services, installations, machinery or equipment.

Decorative Object means any object attached to or suspended from the Catenary Wire Structure such as decorative artworks or other similar visual objects or features.

Easement Site means that part of the Lot Burdened shown E on the plan.

Grantee means the owner of the Lot Benefited.

Grantor means the owner of the Lot Burdened.

Lot Benefited means Lot 2 in DP 1240166

Lot Burdened means Lot 1 in DP 1240166

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 4 of 7 sheets)

Plan: **DP1247677**

Plan of Easements within
Lots 1 & 2 D.P. 1240166

1.4 Expiry of easement

This easement expires on the earlier of the date upon which:

- (a) the Catenary Wire Structure is no longer used for its intended purpose or is removed;
- (b) the building on the Lot Benefited is demolished; and
- (c) the Grantor notifies the Grantee that it intends to demolish the building on the Lot Burdened.

2 Terms of easement for maintenance noted (D) on the plan

2.1 Terms of easement

The owner of the lot benefited and those authorised by it may enter, pass over (on foot only and with or without materials, tools and equipment) and remain (for the period reasonably necessary) on the Easement Site for the purposes of maintaining and repairing structures located on the lot benefited.

2.2 Exercise of easement

In exercising those powers referred to in this easement, the owner of the lot benefited and those authorised by it must:

- (a) give reasonable notice of its intention to enter the lot burdened for the purpose of carrying out maintenance;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) make good any collateral damage.

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 5 of 7 sheets)

Plan: **DP1247677**

Plan of Easements within
Lots 1 & 2 D.P. 1240166

2.3 Definitions

In this easement the following meanings are given:

Easement Site means the site of the easement as shown D on the plan

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 6 of 7 sheets)

Plan: DP1247677

Plan of Easements within
Lots 1 & 2 D.P. 1240166

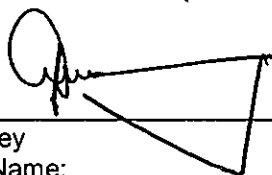
EXECUTION

Dated the _____ day of _____

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

GRANTOR
SIGNED for
ST HILLIERS (Q) PTY LIMITED ACN 617
373 841

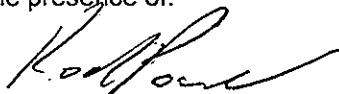
By it's attorneys under Power of
Attorney dated 20 FEBRUARY 2017 BK4722 No 109
in accordance with Section 127(1) of the
Corporations Act 2001 (Cth)



Attorney
Print Name:

JOSEPH PATRICK CUMMINGS

in the presence of:




Witness

Print Name: RODNEY POWELL
Level 3 8 Windmill Street Millers Point NSW 2000

GRANTEE
EXECUTED by
ST HILLIERS (Q) PTY LIMITED ACN 617
373 841

By it's attorneys under Power of
Attorney dated 20 FEBRUARY 2017 BK4722 No 109

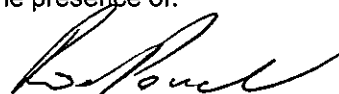
in accordance with Section 127(1) of the
Corporations Act 2001 (Cth)



Attorney
Print Name:

JOSEPH PATRICK CUMMINGS

in the presence of:



Witness

Print Name: RODNEY POWELL
Level 3 8 Windmill Street Millers Point NSW 2000

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

181004 Maint _ anchor 88B
with dims

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 7 of 7 sheets)

Plan: **DP1247677**

Plan of Easements within
Lots 1 & 2 D.P. 1240166

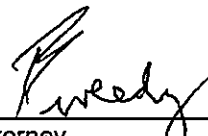
Executed by Mortgagee

~~EXECUTED for and on behalf of
NATIONAL AUSTRALIA BANK LIMITED
ABN 12 044 044 937 by
pursuant to power of attorney dated
and registered
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: *Monika Singh*
Address *255 George St, Sydney*

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


Attorney

Full Name:

RACHEL TWEEDY
Director
Corporate Property

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

181003 Maint _ anchor 88B with dims

7 of 7

REGISTERED



01.11.2018

017-8298-9237/1/AUSTRALIA

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/4033

Land Registry Document Identification

AR400004

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/SP102510	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP102510
Other legal entity

Meeting Date

17/08/2021

Added by-law No.

Details Special By-law No.1

Repealed by-law No.

Details N/A

Amended by-law No.

Details N/A

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

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. SP102510
Signer Name	SIMONE KASAD
Signer Organisation	SIMONE KASAD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	05/09/2021

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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

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

(A) TORRENS TITLE

For the common property
CP/SP102510

(B) LODGED BY

Document
Collection
Box

Name

Company Bylaws Assist

Address PO Box: 8274, Baulkham Hills, NSW, 2153

1W

E-mail services@bylawsassist.com.au Contact Number +61 411 777 557

Customer Account Number 135632E

Reference BLA/4033

CODE

CH

(C) The Owner-Strata Plan No. 102510

certify that a special resolution was passed on 17/8/2021

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

(E) Repealed by-law No.

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

Amended by-law No.

as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 102510 which includes new Added Special By-law No.1 starting from Page 25 of 25 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. 102510 was affixed on 26/08/2021 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 :



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 102510

- 1 Definitions**
- 2 Interpretation**
- 3 Noise**
- 4 Vehicles**
- 5 Obstruction of Common Property**
- 6 Damage to lawns and plants on Common Property**
- 7 Damage to Common Property**
- 8 Behaviour of Owners and Occupiers**
- 9 Children playing on Common Property in Building**
- 10 Behaviour of invitees**
- 11 Depositing rubbish and other material on Common Property**
- 12 Washing, curtains, vehicles**
- 13 Cleaning windows and doors**
- 14 Storage of inflammable liquids and other substances and materials**
- 15 Moving and delivering furniture and goods**
- 16 Floor coverings**
- 17 Garbage disposal**
- 18 Keeping of animals**
- 19 Appearance of Lot**
- 20 Change in use of Lot to be notified**
- 21 Fire safety**
- 22 Prevention of hazards**
- 23 Selling and leasing activities**
- 24 Security**
- 25 Security Keys**
- 26 Building Manager**
- 27 Air conditioning**
- 28 Hot water systems**
- 29 Structural support in the Building**
- 30 Access to inspect or read meters**
- 31 Controls on hours of operation and use of facilities**
- 32 Annual fire safety certification**
- 33 Loading and unloading**
- 34 Unobstructed driveways and parking areas**
- 35 Vehicular access**

- 36 Noise control – plant and machinery**
- 37 Public access**
- 38 Failure to comply with by-laws**
- 39 Cleaning of Lot and range hoods**
- 40 Products used in Scheme**
- 41 Balconies**
- 42 Storing and operating a barbeque**
- 43 Carwash bays**
- 44 Storage Areas**
- 45 Smoking**
- 46 Provision of amenities and services**
- 47 Compliance with planning and other requirements**
- 48 Service of documents on Owner of Lot by Owners Corporation**
- 49 Building Works**
- 50 Access rights**
- 51 NBN Co Limited rights**
- 52 Recreational Facilities**
- 53 Concierge**
- 54 Adaptable Lots – front door handles**
- 55 Maintenance of the Building**
- 56 Common Property Rights By-Law Lots 49, 50, 51 and 52 – Retail**
- 57 Special Disability Accommodation**

Notes on by-laws

The by-laws regulate the day to day management and operation of the Building. They are an essential document for the Owners Corporation and any Owner or Occupier.

All Owners and Occupiers and the Owners Corporation must comply with the by-laws.

The Owners Corporation may amend the by-laws.

1. Definitions

Act means Strata Schemes Management Act 2015 (NSW) as amended.

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means a balcony, terrace or courtyard in a Lot.

Balcony Fittings means the Common Property water taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the buildings constructed within the Scheme and includes all recreational facilities, car parking, Storage Areas and Common Property within the Scheme.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 26.

Building Works means works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);
- (d) Common Property services; or
- (e) services in the Building, whether or not they are for the exclusive use of the Lot, but exclude:
 - (f) minor fit out works inside a Lot;
 - (g) works or alterations to the interior of Common Property walls in a Lot; and
 - (h) works which an Owner is entitled to carry out under a Common Property Rights By-Law,

unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property.

Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

Common Property Rights By-Law means by-laws granting Owners exclusive use or special privileges in respect of Common Property according to Division 3 of Part 7 of the Act.

Concierge means the concierge appointed by the Owners Corporation according to by-law 53.

Consent Authority means the relevant consent authority from time to time with building and development consent power in respect of the Community Parcel.

Council means Penrith City Council.

Lot means a lot in the Scheme.

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Original Proprietor means 91 LSCT Pt Ltd ACN 637 526 937 or any nominee of 91 LSCT Pty Ltd ACN 637 526 937 notified to the Strata Committee.

Owner means the registered proprietor of a Lot and includes:

- (a) the lessee for the time being of a leasehold interest in the Lot; and
- (b) a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Recreational Facilities means any pool, gymnasium, barbeque area or other similar facility located on the Common Property.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these by-laws.

Security Keys means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Site means the land comprising the Strata Plan.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the Original Proprietor or Owners Corporation, as the case may be, has granted to an Owner being a right to the exclusive use and enjoyment of an area of Common Property for the purpose of storage.

Strata Committee means the strata committee of the Owners Corporation appointed under Division 1 of Part 3 of the Act.

Strata Manager means the person appointed from time to time under Part 4 of Division 1 of the Act in relation to the Scheme.

Strata Plan means the strata plan registered with these by-laws.

2. Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it
- (b) the singular includes the plural and vice versa
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns
- (d) headings are for convenience and do not affect the interpretation of these by-laws, and
- (e) unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

3. Noise

An Owner or Occupier of a Lot must not create any noise on that Lot or on Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

4. Vehicles

- (a) An Owner or Occupier must not park or stand any motor vehicle or other vehicle on Common Property or allow any invitee of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- (b) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors.
- (c) An Owner or Occupier of a Lot must not at any time enclose any car parking space forming part of that Lot, or alter or erect anything on such car parking space.

5. Obstruction of Common Property

An Owner or Occupier must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

6. Damage to lawns and plants on Common Property

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation:

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

7. Damage to Common Property

- (a) 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 Common Property except with the written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under this by-law cannot authorise any additions to Common Property.
- (c) This by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot

- (ii) any screen or other device to prevent entry of animals or insects on the Owner's Lot
 - (iii) any structure or device to prevent harm to children, or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot,

unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.
- (d) Any such locking or safety device, screen, other device or structure must:
 - (i) be installed in a competent and proper manner;
 - (ii) must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building;
 - (iii) must, before its installation, be submitted for approval by the Owners Corporation for assessment on its compliance with (ii) above.
- (e) Despite section 106 of the Act, the Owner of a Lot must:
 - (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7(c) that forms part of Common Property and that services the Lot; and
 - (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law that forms part of Common Property and that services the Lot.
- (f) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Occupier on demand.

8. Behaviour of Owners and Occupiers

- (a) An Owner or Occupier of a Lot, when on Common Property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.
- (b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that any persons authorised by that Owner or Occupier to enter the Building do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- (c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.

9. Children playing on Common Property in Building

- (a) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a car parking or recreational area or other area of possible danger or hazard to children.
- (b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

10. Behaviour of invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

11. Depositing rubbish and other material on Common Property

An Owner or Occupier must not deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on Common Property for this purpose.

12. Washing, curtains, vehicles

An Owner or Occupier may not:

- (a) dry, air or display clothing other than in areas designated for that purpose by the Estate Manager
- (b) without the consent of the Strata Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot, or
- (c) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.

13. Cleaning windows and doors

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of that Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14. Storage of inflammable liquids and other substances and materials

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on Common Property any inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15. Moving and delivering furniture and goods

- (a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.
- (b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:
 - (i) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift
 - (ii) repair any damage they (or the person making the delivery) cause to Common Property, and
 - (iii) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.
- (c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:
 - (i) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation
 - (ii) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days
 - (iii) Owners or Occupiers may be prohibited from moving items through the front foyer(s) of the Building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation, and
 - (iv) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

- (d) The Owners Corporation may appoint the Estate Manager and/or the Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:
 - (i) make arrangements with the person so appointed when they move in or out of the Building, and
 - (ii) comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

16. Floor coverings

- (a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- (b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion.
- (c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:
 - (i) the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and must comply with the requirement of the Building Code of Australia.
 - (ii) the Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
 - (iii) following installation of the floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with.
- (d) By-Law 16(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.
- (e) By-Law 16(c)(ii) does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering, treatment or surface.
- (f) Each Owner acknowledges that that if at the date of registration of the Strata Plan their Lot contained engineered timber flooring, to the extent that the flooring is Common Property, that owner is granted exclusive use of such timber flooring and is responsible for its maintenance and repair.

17. Garbage disposal

- (a) An Owner or Occupier of a Lot:
 - (i) must ensure that:
 - (A) recyclable material or waste is transported to the receptacles in secure waterproofed bags, or containers, and in the case of fluid waste in sealed containers that do not leak, and
 - (B) before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (ii) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (b) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the Building other than on days specified by the Council for collection.
- (c) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

18. Keeping of animals

- (a) Subject to section 139(5) of the Act, an Owner or Occupier must not, without the written consent of the Strata Committee, keep any animal on its Lot or on Common Property.
- (b) A request for written consent of the Strata Committee must include:
 - (i) details of the type and size (including weight) of the animal, and
 - (ii) a photograph of the animal,and consent will not be granted for an animal other than a:
 - (i) cat, or
 - (ii) dog weighing less than 10 kg (other than a dangerous dog as defined in the *Companions Animals Act 1998*), or
 - (iii) caged bird, and/or
 - (iv) fish in a secure aquarium, or
 - (v) any other small animal approved by the Strata Committee.
- (c) An Owner or Occupier must ensure that its cat or dog is vaccinated and micro chipped, registered with the local council and its registration number is given to the Owners Corporation before and while it is kept on the Owner's or Occupier's Lot.
- (d) An Owner or Occupier must ensure that its cat, dog or bird:
 - (i) is kept within the Lot whenever practicable
 - (ii) is carried, leashed, caged or otherwise kept under control when on the Common Property;
 - (iii) is prevented from fouling the Common Property and that any such fouling is immediately removed, and
 - (iv) does not interfere with the peaceful enjoyment of another Owner or Occupier of a Lot in the Scheme, or damage the Common Property or the property of another Owner or Occupier and that any such damage must immediately be made good at no cost to the Owners Corporation.
- (e) Any animal found on the Common Property that is not carried, leashed, caged or otherwise accompanied by an Owner, Occupier or visitor at all times while on the Common Property, may be removed at that time from the Common Property to the RSPCA or similar facility without the need for prior investigations as to ownership and without any duty to recompense and Owner, Occupier or visitor to the Scheme any associated costs, including but not limited to any costs associated with the animal's recovery.
- (f) If three or more substantial complaints about an animal's behaviour are made within a consecutive sixty day period by another Owner or Occupier of a Lot, the Strata Committee is entitled to rescind its consent by way of written notice to the Owner or Occupier, following which the animal must be removed from the Lot and the Scheme within seven days.
- (g) Nothing in this by-law overrides the operation of the *Companion Animals Act 1998*.

19. Appearance of Lot

- (a) The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.
- (b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.
- (c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):
 - (i) the display of "for sale" or "for lease" signs, or any other form of notice or advertising, and
 - (ii) satellite dishes or antennas.

20. Change in use of Lot to be notified

An Occupier of a Lot must notify the Owners Corporation if the Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (for example, if the use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for non-residential purposes).

21. Fire safety

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices on the Site or to reduce the level of fire safety in the Lots or Common Property.

22. Prevention of hazards

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using Common Property.

23. Selling and leasing activities

- (a) The Original Proprietor may on Common Property and any Lot owned or occupied by the Original Proprietor:
 - (i) maintain selling and leasing offices and facilities
 - (ii) install, affix and maintain signs in connection with those selling and leasing activities, and
 - (iii) conduct selling, leasing and auction activities
- (b) No other Owner or Occupier may maintain facilities or signs, or otherwise conduct selling or leasing activities, without Owners Corporation approval.

24. Security

24.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards

24.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

24.3 Restricting access to Common Property

The Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in the Building where an Owner or Occupier does not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building.

24.4 Obligations

An Owner or Occupier must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Building.

25. Security Keys

25.1 Providing Owners and Occupiers

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 24.

25.2 Number of Security Keys per Lot

- (a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each Lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a Lot has.

- (b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Building car park. This will be determined by reference to how many car spaces each Lot has.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

25.3 Ownership

Security Keys belong to the Owners Corporation.

25.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys;
- (b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded;
- (c) cancel Security Keys if in the Owners Corporation's reasonable opinion the Owner or Occupier to whom it has been issued no longer has an association with Scheme or has breach these By-Laws in a manner requiring the Security Key's cancellation; and
- (d) make arrangements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

25.5 Obligations

Owners and Occupiers must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if they lose a Security Key.

25.6 Prohibitions

An Owner or Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

26. Building Manager

26.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for the Scheme.

26.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

26.3 Duties

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) co-ordinating the carrying out of Building Works;
- (f) managing the Security Keys and providing Security Keys according to these by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising the Scheme generally;
- (j) the provision of concierge services; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Scheme.

27. Air conditioning

- (a) An Owner, Occupier of the Owners Corporation must not install or maintain on a Lot or Common Property any air conditioning unit (**unit**) other than of a type and style

- approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Strata Committee.
- (b) An Owner and/or an Occupier of a Lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the Owners Corporation for any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.
 - (c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a unit to service his or her Lot.
 - (d) The Owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the Owner decides to replace or renew the unit, the Owner must inform the Owners Corporation in writing of his intention to do so at least 14 days prior to the replacement or renewal.
 - (e) An Owner at his or her cost must repair any damage to the Common Property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
 - (f) An Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.
 - (g) The unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.
 - (h) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that individual Lot is granted a right of exclusive use and enjoyment in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f) except that the phrase "Air Conditioning System" is substituted in place of the word unit wherever it appears in those paragraphs.
 - (i) If air handling condensers are located on the balconies of Lots, they must be located either greater than 1.0m from the balustrade or, if located less than 1.0m from the balustrade, the condensers must be located on plinths or supports such that the top of the condenser is at least 760mm above the floor level, and the plinths or supporting structures are recessed beneath the condenser unit so that they do not project out and provide a foothold within the 150mm to 760mm zone. The fittings for the condensers are to be located on the end of the unit that is opposite to the balustrade and provided with a form of cover plate to avoid a foothold being created.

28. Hot water systems

- (a) This by-law applies if there is a Common Property hot water system.
- (b) The Owner of each Lot has a right to use the Common Property hot water system.
- (c) Each Owner or Occupier must give the Owners Corporation, or a person authorised by the Owners Corporation, reasonable access to his or her Lot to maintain, repair or replace the connections to the hot water system.
- (d) The Owners Corporation must operate, maintain, repair and replace the hot water system.
- (e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

29. Structural support in the Building

An Owner or Occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building, without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alterations and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the Owners Corporation.

30. Access to inspect or read meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Estate Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

31. Controls on hours of operation and use of facilities

- (a) The Strata Committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Scheme:
- (i) that non residential activities may be conducted on a Lot or Common Property only during certain times;
 - (ii) that facilities situated on the Common Property may only be used during certain times or on certain conditions; and
 - (iii) that deliveries to or from a Lot or Lots are to be transported through or on Common Property only during certain times or on certain conditions.
- (b) An Owner or Occupier of a Lot must comply with a determination referred to in by-law 31(a).

32. Annual fire safety certification

The Owners Corporation shall certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

33. Loading and unloading

An Owner or Occupier of a Lot must ensure that all loading and unloading of service vehicles in connection with the use of the Lot shall be carried out wholly within the Site at all times, or in designated on-street loading zones approved in consultation with Council under a traffic management plan.

34. Unobstructed driveways and parking areas

- (a) An Owner or Occupier of a Lot must not at any time obstruct a driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.
- (b) An Owner or Occupier of a Lot must not at any time use any car space or the Common Property for:
- (i) washing vehicles (other than the car wash bay area), and/or
 - (ii) repairing, modifying and/or maintaining any vehicle whatsoever.

35. Vehicular access

The Owners Corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the Common Property are to be driven in a forward direction at all times.

36. Noise control – plant and machinery

An Owner or Occupier of a Lot must not create the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.

37. Public access

An Owner or Occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like under any circumstances.

38. Failure to comply with by-laws

- (a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.
- (b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:
 - (i) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier, and
 - (ii) pay the Owners Corporation the costs incurred for doing the work.
- (c) The Owners Corporation may recover money and Owner or Occupier owes it under these by-laws as a debt payable upon demand.
- (d) The rights of the Owners Corporation under this by-law 38 are in addition to those that it has under the Act.

39. Cleaning of Lot and range hoods

The Owner or Occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every 3 months.

40. Products used in Scheme

- (a) The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.
- (b) The Owners Corporation must review the maintenance manuals handed over to it annually and must ensure that the Common Property infrastructure, fabric and plant/equipment is maintained regularly in accordance with the maintenance manuals and the initial maintenance schedule.

41. Balconies

41.1 What can be kept on a Balcony?

An Owner or Occupier may keep pot plants, landscaping, and occasional furniture on the Balcony of their Lot if:

- (a) it is a type approved by the Owners Corporation;
- (b) it is of a standard commensurate with the standard of the Building;
- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous; and
- (e) it is not likely to be blown off or fall from the Balcony.

41.2 Prohibition on items on balconies

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like equipment on the Balcony of their Lot.

41.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

41.4 Enclosing a Balcony

Owners and Occupiers must not enclose their Balconies.

41.5 Portable items to be removed when Balcony not in use

Owners and Occupiers must remove from their Balcony all portable items, including but not limited to towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

41.6 Owner and Occupier responsibilities

Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.

41.7 Indemnity

Each Owner or Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 43, unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) damage to a Lot or to Common Property;
- (b) damage or injury to any person.

41.8 Balcony Fittings

The Owner of a Lot which contains a Balcony is granted exclusive use and enjoyment of the Balcony Fittings on its Lot, and is responsible for the maintenance and repair of those Balcony Fittings, and must maintain the same in good condition.

42. Storing and operating a barbeque

42.1 Barbeques

Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:

- (a) it is a type approved under by-law 42.2;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) it is kept covered when not in operation;
- (e) it is kept clean and tidy; and
- (f) they comply with this by-law.

42.2 Types of approved barbeques

Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:

- (a) a covered gas or electric portable barbeque; or
- (b) any other type approved by the Owners Corporation.

42.3 Operating a barbeque

- (a) Owners and Occupiers may only operate barbeques between the hours of 9.00am and 9.00pm (or during other hours approved by the Owners Corporation).
- (b) When Owners or Occupiers use a barbeque, they must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

43. Carwash bays

An Owner or Occupier using a car wash bay area (**the area**) in the Common Property must:

- (a) ensure that the area is kept clean and all rubbish is removed from the area; and
- (b) not use the area at any time for temporary car parking.

44. Storage Areas

- (a) The Owner or Occupier of any Storage Area will:
 - (i) not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material,
 - (ii) be responsible for the repair of any damage caused to the Storage Area, Common Property or any item of personal property stored within or in the vicinity of the Storage Area, resulting from the use of the Storage Area (including any door, gate or access point to the Storage Area),
 - (iii) not store any items on top of any cage comprising the Storage Area, and
 - (iv) ensure the Storage Area is kept clean and free of all rubbish and vermin.
- (b) The Owner or Occupier of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.
- (c) Owners and Occupiers of any Storage Area acknowledge that the Storage Areas are located within a part of the Building which may be subject to water ingress, and must ensure that any items stored in the Storage Area is sufficiently elevated and covered to prevent damage to the item from such water ingress.

45. Smoking

- (a) An Owner, Occupier or any person authorised to be on a Lot or on the Common Property, must not smoke any cigarette, cigar or other product on the Common Property.
- (b) An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any Invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

46. Provision of amenities and services

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (i) window cleaning
 - (ii) lift maintenance
 - (iii) garbage disposal and recycling services
 - (iv) electricity, water or gas supply
 - (v) telecommunication services (for example, cable television).
- (b) If the Owners Corporation makes a resolution referred to in by-law 46(a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

47. Compliance with planning and other requirements

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons that are allowed by law to occupy the Lot.

48. Service of documents on Owner of Lot by Owners Corporation

A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

49. Building Works

49.1 Consent

An Owner or Occupier must have consent from the Owners Corporation to carry out the Building Works.

49.2 Procedures before carrying out the Building Works

Before carrying out the Building Works, Owners and Occupiers must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) find out where service lines and pipes are located;
- (c) obtain consents from the Owners Corporation if it propose to interfere with or interrupt services; and
- (d) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

49.3 Procedures when carrying out Building Works

Owners and Occupiers carrying out the Building Works, must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage caused to Common Property or the property of another Owner or Occupier.

49.4 Cosmetic works and Minor renovations

- (a) In this by-law:
 - (i) Cosmetic Works includes the works listed in s109(2) of the Act together with any other works determined as such by the Strata Committee from time to time; and

- (ii) Minor Renovations include the works referred to in s110(3) of the Act together with any other works determined as such by the Strata Committee from time to time.
- (b) The procedures set out in s109 of the Act and s110 of the Act apply, in addition to those set out in this by-law, to the performance of Cosmetic Works and Minor Renovations respectively by an Owner.
- (c) The Owners Corporation delegates its functions under s110 of the Act to the Strata Committee.

50. Access rights

For the purpose of section 122(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot for the purpose of performing any work described in section 122(1) of the Act, if the Owners Corporation provides seven days' written notice to the Owner or Occupier of its intention to so enter the Lot.

51. NBN Co Limited rights

51.1 Background

- (a) NBN Co Limited (NBN Co) has installed or may install equipment associated with the National Broadband Network (NBN), being fibre optic cables and other network equipment (Equipment), within the communication room, pathways, conduit, internal riser space and any pit and pipe located on the Common Property (not already owned by NBN Co) (Pathways).
- (b) NBN Co has installed or may install the Equipment on the basis of its powers under Schedule 3 of the Telecommunications Act 1997 (Cth) (Schedule 3).
- (c) The Pathways are located on the Common Property which is under the control of the Owners Corporation.

51.2 Owners Corporation obligations

The Owners Corporation, Owners and Occupiers must, for the benefit of NBN Co:

- (a) not use, alter or interfere with the Pathways in which the Equipment is located;
- (b) not prevent NBN Co or its contractors from using and maintaining the Pathways and installing additional facilities within the Pathways as required by NBN Co;
- (c) allow NBN Co to enter on any part of the Common Property or a Lot to enable NBN Co to repair, maintain, replace or install the Equipment;
- (d) not permit any other person or telecommunications carrier to use, alter or interfere with the Equipment or the Pathways without the consent of NBN Co;
- (e) notify NBN Co where they receive a Schedule 3 notice or access request from another telecommunications carrier in relation to the Pathways.

51.3 Acknowledgement and waiver

The Owners Corporation, Owners and Occupiers:

- (a) Acknowledge that NBN Co is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);
- (b) Acknowledge that the Pathways are for use in connection with a telecommunications network, and that they must be accessed by other telecommunication carriers in accordance with Schedule 1 of Telecommunications Act 1997 (Cth); and
- (c) waive their right to receive any notice under clause 17 of Schedule 3 that NBN Co may otherwise be required to serve in relation to any activity to be undertaken on the Development, including if NBN Co needs to access the Pathways in the future for maintenance activities.

51.4 Entering into agreements

- (a) The Owners Corporation has the authority to, and must enter into any agreement with NBN Co or deed poll for the benefit of NBN Co which is on terms substantially similar to those contained in paragraph 53.2 above.
- (b) The Owners Corporation has the authority to, and must grant a licence to NBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation for Building. NBN Co may grant a sub-licence or transfer its licence to another party that supplies Equipment from time to time. The Owners Corporation agrees to sign any document reasonably required to effect such a sub-licence or transfer.

52. Recreational Facilities

An Owner or Occupier must:

- (a) not use the Recreational Facilities and their surrounds between the hours of 9.00pm and 6.00am;
- (b) ensure that any person authorised by the Owner or Occupier does not use the Recreational Facilities or their surrounds unless that Owner or Occupier or another Owner or Occupier accompanies them;
- (c) ensure that children are not in or around the Recreational Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (d) exercise caution at all times and not behave in a manner that is likely to interfere with the use of the Recreational Facilities by other persons;
- (e) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Recreational Facilities;
- (f) at all times be adequately clothed so as not to be likely to offend other persons using the Recreational Facilities or its surrounds;
- (g) comply with any rules that the Strata Committee may add or vary with respect to the use of the Recreational Facilities from time to time.

53. Concierge

53.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Concierge to provide concierge services for the Building.

53.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Concierge.

53.3 Restricting access to Common Property

The Owners Corporation has the power to set aside and restrict access to parts of Common Property (which do not give access to a Lot) to allow a Concierge to use those parts of Common Property to perform its concierge services.

54. Adaptable Lots – front door handles

- (a) In this by-law, **Adaptable Lots** means Lots 5, 11, 13, 19, 21, 29, 37 and 45.
- (b) Owners of Adaptable Lots are granted the special privilege to replace the door handle and locking mechanism to the front door of their Lots for the purpose of enhancing accessibility of those Lots.
- (c) If an owner exercises the special privileges set out in paragraph (a), it must:
 - (i) maintain any replaced door handle or locking mechanism and keep them in a state of good and serviceable repair; and
 - (ii) ensure that the replaced door handle or locking mechanism does not affect the operation of fire safety devices in the Lot or reduce the level of safety in Lots or Common Property.

55. Maintenance of the Building

55.1 Preamble

- (a) The Owners Corporation has a duty pursuant to sections 106(1) and (2) of the Act to:
 - (i) properly maintain and keep in a state of good and serviceable repair the Common Property and any personal property vested in the Owners Corporation; and
 - (ii) renew or replace any fixtures or fittings comprised in the Common Property and any personal property vested in the Owners Corporation.
- (b) Upon completion of building work, incomplete or defective work may become apparent in the Common Property or Lots.
- (c) The Builder and/or Original Proprietor may have responsibility to complete the work or rectify the defective work.
- (d) It is important that the Builder and/or Original Proprietor be given the opportunity to rectify any problems resulting from the building works.
- (e) The purpose of this by-law is to provide a regime for the notification of incomplete or defective work to the Building and/or Original Proprietor so that inspection, reporting and, if necessary, completion or rectification can be completed.

- (f) This by-law sets out the procedures by which the Owners Corporation and Owners report building defects, detail those defects, inform the Builder and/or Original Proprietor, facilitate the conduct of an inspection of common property and lot property and arrange and permit rectification of the building defects.

55.2 Definitions

In this by-law unless the context otherwise requires or permits:

- (a) **HB Act** means the Home Building Act 1989.
- (b) **Report of Building Defects form** means the report form set out in clause 55.11.
- (c) **Secretary** means the secretary appointed by the Strata Committee in accordance with section 41 of the Act.

55.3 Managers bound

In appointing a Building Manager and a Strata Manager, the Owners Corporation will ensure that the relevant agreement in writing by which the appointment is made includes a clause which provides that the Building Manager and Strata Manager must comply with the provisions of this by-law.

55.4 Duty to maintain and repair

- (a) By virtue of sections 106(1) and (2) of the Act, an owners corporation must:
 - (i) properly maintain and keep in a state of good and serviceable repair the common property and any personal property vested in the owners corporation; and
 - (ii) renew or replace any fixtures or fittings comprised in the common property and any personal property vested in the owners corporation.
- (b) The duty is not one to use reasonable care to maintain and keep in good repair the common property, nor one to use best endeavours to do so, but a strict duty to maintain and repair.
- (c) The duty to maintain involves an obligation to keep the building element in proper order by acts of maintenance before it falls out of condition, in a state which enables it to serve the purpose for which it exists.
- (d) An owners corporation is obliged not only to attend to cases where there is a malfunction, but also to take preventative measures to ensure that there not be a malfunction.
- (e) The duty extends to require remediation of defects in the original construction of the common property.
- (f) It also extends to oblige the owners corporation to attend to things which might not be for the benefit of the owns as a whole or even the majority of them.

55.5 Acknowledgement

- (a) The Owners Corporation and Owners acknowledge that:
 - (i) there is a duty at law to mitigate any damage suffered by it; and
 - (ii) by virtue of section 48MA of the HB Act a court or tribunal determining a claim involving an allegation of defective residential building work or specialist work by a party to proceedings (the "responsible party") is to have regard to the principle that rectification of the defective work by the responsible party is the preferred outcome.
- (b) The Owners Corporation and Owners further acknowledge that, pursuant to clause 6(d) of Schedule 1 of the Act, the agenda for each annual general meeting must include, until the end of warranty periods for applicable statutory warranties under the HB Act for buildings of the Scheme, an item to consider building defects and rectification.
- (c) Without limiting the generality of clause 6(d) of Schedule 1 to the Act, the Owners Corporation shall, as part of the item under construction, review any report from Builder and/or Original Proprietor which report may include a schedule setting out:
 - (i) previously outstanding incomplete work which has been completed;
 - (ii) remaining incomplete work;
 - (iii) rectified building defects;
 - (iv) outstanding building defects;
 - (v) outstanding work which the Builder and/or Original Proprietor considers to be issues of maintenance.

55.6 Reporting building defects

- (a) When a building defect is discovered or ascertained by the Owners Corporation, an Owner, Occupier, Strata Manager or Building Manager, then that building defect must be reported to the Builder and/or Original Proprietor.

- (b) The manner in which the building defect is to be reported is by way of the completion of the Report of Building Defect form.
- (c) The completed Report of Building Defect form must be forwarded to the Secretary.
- (d) Upon receiving a Report of Building Defect form, the Secretary must send that form to the Builder and/or Original Proprietor.
- (e) The Secretary may delegate this obligation to the Strata Manager.
- (f) Upon sending the form the Secretary or Strata Manager, as the case may be, must record that it has been sent.
- (g) The Secretary or Strata Manager must record the response, if any, received from the Builder and/or Original Proprietor.

55.7 Access

- (a) If a request from the Builder and/or Original Proprietor is received by which request, access to a Lot is required, then the provisions of by-law 50 shall apply.
- (b) An Owner or Occupier must give access to their Lot to permit an inspection to be carried out and, thereafter, to allow rectification of the building defect.
- (c) If a request from the Builder and/or Original Proprietor is received by which request access to common property is required, then the Owners Corporation, by its servants, agents and contractors, must permit access for the purpose of inspection and rectification of any building defect.

55.8 Statutory obligations

- (a) By virtue of Part 11 of the Act, the Builder has certain obligations.
- (b) This by-law does not limit those obligations.
- (c) The rights, duties and obligations imposed by this by-law must be exercised prior to the procedures set out in Part 11 are invoked.

55.9 Report

- (a) The Owners Corporation may request the Builder and/or Original Proprietor to provide a report which shall set out the work carried out to rectify defective building work and the manner in which that work has been carried out.
- (b) The Owners Corporation may request the Builder and/or Original Proprietor to specify what, if any, work has not been carried out. "work" in this sub-clause means work which has been included in a Report of Building Defects form. The response shall include the reason for not performing the work.

55.10 Disputes

- (a) Upon receiving the report and response referred to in Part 9, the Owners Corporation and Owners may dispute the schedule of building defects carried out or the integrity of the performance of those works.
- (b) If such a dispute arises, then the Owners Corporation must serve a written notice on the Builder and/or Original Proprietor specifying:
 - (i) the nature of the dispute,
 - (ii) the position of the Owners Corporation, and Owner
 - (iii) any documentation or report upon which the Owners Corporation or Owner relies.
- (c) Upon serving the notice referred to in clause 10.2, the Owners Corporation, by its servants, agents or contractors, must meet in person with the Builder and/or Original Proprietor at an agreed time and place, and negotiate in good faith and using best endeavours, to resolve the dispute.
- (d) If the parties cannot resolve the dispute, then the Owners Corporation must request the Builder and/or Original Proprietor to agree to appoint an independent consulting engineer or duly qualified building consultant in order to prepare a report in relation to the dispute with the intention of settling any outstanding issues.

55.11 Report of Building Defects form

REPORT OF BUILDING DEFECTS

This form is to be used for the purpose of reporting building defects in your lot and, if relevant, the common property.

OWNER'S NAME: _____

LOT/ UNIT NUMBER: _____

CONTACT TELEPHONE: _____

Location of defect	Briefly description of defect
Kitchen	
Bathroom	
Laundry	
Bedroom(s)	
Living/dining room	
Balcony	
Common Property	

.....
Owner's Signature

.....
Date

56. Common Property Rights By-Law Lots 49, 50, 51 and 52 – Retail

56.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) **Authorised Installations** means any of the following items which the Benefited Owner may install on or adjacent to their Benefited Lot:
 - (i) Internal fitout for any purpose;
 - (ii) External fitout, including signage; and
 - (iii) any type of outdoor furnishing required to be attached or anchored to a fixed structure.
- (b) **Benefited Lot** means each of Lots 49, 50, 51 and 52 in the Strata Plan.
- (c) **Benefited Owner** means each of the owner(s) of a Benefited Lot.
- (d) **Exclusive Use Areas** means those parts of the Common Property occupied by and/or affected by the Works including any wall or floor adjoining a court yard (if any) to which an Authorised Installation is attached.
- (e) **Works** means any works to a Benefited Lot or Common Property to be carried out for and in connection with a Benefited Owner's installation, repair, maintenance and replacement (if necessary), of Authorised Installations, together with the restoration of any Lot or Common Property damaged by those works.

56.2 Grant of right

A Benefited Owner has:

- (a) exclusive use of the Exclusive Use Areas for the purpose of performing the Works; and
 - (b) the special privilege in respect of the Common Property occupied by or affected by the Works, to perform and retain the Works
- subject to the conditions and obligations set out in this by-law.

56.3 By-Law to prevail

If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

56.4 Before Commencing the Works

Before commencing the Works, a Benefited Owner must obtain all necessary approvals/consents/permits from any Consent Authority.

56.5 Owners Corporation to Consent

- (a) In its capacity as owner of the Common Property, the Owners Corporation must, within five days of being requested to do so by the Benefited Owner, provide its written consent to and/or sign any document (including but not limited any applications for approvals/consents/permits) required by an Authority to be signed for the purposes of the Benefited Owner being able to exercise its rights and fulfil its obligations under this by-law.
- (b) The obligation of the Owners Corporation under 56.5(a) above, is a function of the Owners Corporation for the purposes of the Management Act.

56.6 During Performance of the Works

- (a) The Benefited Owner may only use licensed and appropriately qualified contractors to perform the Works.
- (b) The Works must be performed in accordance with:
 - (i) any Authority consent obtained by the Benefited Owner pursuant to clause 556.5 of this by-law;
 - (ii) the Building Code Australia where applicable; and
 - (iii) in a proper and workmanlike manner.

56.7 Indemnity

Benefited Owners indemnify 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 performance of the Works or the use of the Exclusive Use Areas
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the installation of the Works, and
- (c) any amount payable by way of increased fire safety compliance Authority requirements as a direct result of the installation of the Works.

56.8 Maintenance of Common Property

A Benefited Owner must at all times properly maintain and keep in a state of good and serviceable repair all Common Property comprising the Exclusive Use Area.

56.9 Owner's Fixtures

The Works shall be and remain the Benefited Owner's fixtures.

57. Special Disability Accommodation

57.1 Definitions

In this by-law, the following terms are defined to mean:

- (a) **SDA Lot** means each of Lots 3, 5, 11, 13, 19, 21, 27, 29, 35, 37, 45.
- (b) **Special Disability Accommodation** means accommodation for occupiers who require specialist housing solutions to assist with the delivery of support that caters to their extreme functional impairment and very high support needs.

57.2 Right to Permitted Use


The Owner or Occupier of an SDA Lot has the right to use that Lot:

- (a) As Special Disability Accommodation; or
 - (b) for the management or delivery of services to any lot being used for Special Disability Accommodation,
- (collectively referred to as the **Permitted Use**).

57.3 Conditions

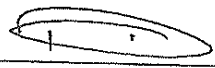
- (a) Damage to the Common Property adjacent to any SDA Lot caused directly or indirectly by the Owner or Occupier's use of the SDA Lot for the Permitted Use must be made good by and at the cost of the Owner of the SDA Lot in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- (b) The Owner of an SDA Lot must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise from the use of its SDA Lot for the Permitted Use.
- (c) When effecting the delivery of services to the SDA Lot an Owner or Occupier of the SDA Lot must do the following things (and ensure others also do the following):
 - (i) not create noise that causes unreasonable discomfort, disturbance or interference to other Lots within the Scheme;
 - (ii) keep all areas of the Building outside the SDA Lot clean and tidy throughout the delivery of services; and
 - (iii) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant Authority concerning the Permitted Use for the SDA Lots.

Req:R517975 /Doc:SP 0102510 D /Rev:11-Mar-2021 /NSW LRS /Pgs:ALL /Prt:16-Mar-2021 11:33 /Seq:45 of 45
© Office of the Registrar-General /Src:GLOBALX /Ref:cbpmqb


Approved Form 7	Strata Plan By-Laws	(Sheet 45 of 45 sheets)
Registered:  11/03/2021	Office Use Only	Office Use Only SP102510

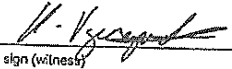
Signing page

Signed by 91 LSCT
Pty Ltd ACN 637 526
937 under s.127(1)
of the Corporations
Act 2001


sign
the signatory states that he or she is the sole
director and sole secretary of the company
FARAH ELITS
full name

Signed by Westpac
Banking
Corporation by its
attorney under power
of attorney
book 4299
no 332


sign (attorney)
the attorney states that he or she has no
notice of termination or suspension of the
power
DENIS DUNDOVIC
full name (attorney)


sign (witness)
the witness states that he or she is not a party
and was present when the attorney signed
KOSTA VLENPOULOS
full name (witness)
275 KENT ST, SYDNEY
address (witness)

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

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

Special By-law 1 – Limit on occupancy

An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.

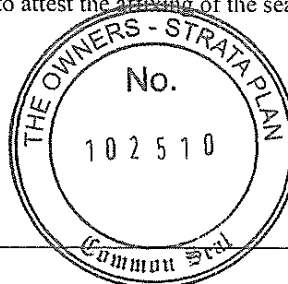
In this by-law a term defined in the *Strata Schemes Management Act 2015* (NSW) (whether generally or for the purposes of Section 137 of that Act) has the same meaning.

The seal of The Owners-Strata Plan No 102510 was affixed on26/08/2021..... 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): TJB

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

Authority: Strata Managing Agent



ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007

Approved Form 10

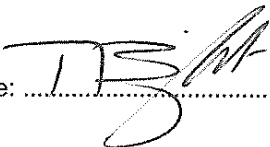
Certificate re Initial Period

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.~~

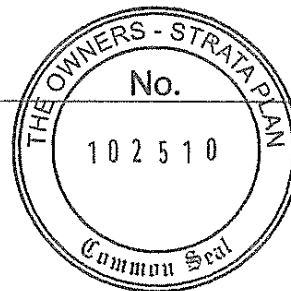
The seal of The Owners - Strata Plan No 102510..... was affixed on ^ 26/08/2021.....in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: TREVOR BRIGHT Authority: Strata Managing Agent

Signature:Name:Authority:

^ Insert appropriate date

* Strike through if inapplicable.



Lodger Details

Lodger Code 502780T
Name CHAMBERS RUSSELL LAWYERS
Address MLC CENTRE
GPO BOX 7100
SYDNEY 2001

Lodger Box 1W
Email PROPERTYNOTICES@CHAMBERSRUSSELL.COM.AU
Reference SYD241000

Land Registry Document Identification

AU108818

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/SP102510	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP102510
Other legal entity

Meeting Date

04/04/2024

Amended by-law No.

Details NOT APPLICABLE

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAWS 4, 5, 6 AND 7

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. SP102510
Signer Name LAURA DALE
Signer Organisation CHAMBERS RUSSELL PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 29/05/2024

DocuSign Envelope ID: 158CCD89-95A4-45EE-BE7D-2136E6614B55

Form: 15CH
Edition: 1705

CONSOLIDATION/
CHANGE OF BY-LAWS

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

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

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

(A) TORRENS TITLE

For the common property
CP/SP102510

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any C/- Chambers Russell Lawyers GPO Box 7100 SYDNEY NSW 2001 P (02) 8248 2800 Reference (optional): SYD241000	CODE CH
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(C) The Owners-Strata Plan No 102510 certify that a special resolution was passed on 4 April 2024
(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. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAWS 4, 5, 6 AND 7
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Schedule 2 of Annexure A.

(F) A consolidated list of by-laws affecting the abovementioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure. A 23 May 2024

(G) The seal of The Owners-Strata Plan No. 102510 was affixed on 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

DocuSigned by:
Nick Stephenson
2A5F13A114CB459.....

Name Nick Stephenson
Authority Strata managing agent

Signature
Name
Authority

Electronic signature of me Nick Stephenson,
affixed by me or at my direction
on 16 May 2024



DocuSign Envelope ID: 158CCD89-95A4-45EE-BE7D-2136E6614B55

Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 102510

91 Lord Sheffield Circuit, Penrith 2750

Electronic signature of me Nick Stephenson,
affixed by me or at my direction
on 16 May 2024

DocuSigned by:
Nick Stephenson
2A5F13A114CB459...

Signed by the person(s) who attested the affixing of the seal of the Owners Corporation to the Form 15CH Consolidation / Change of By-Laws to which this document is Annexed.

DocuSign Envelope ID: 158CCD89-95A4-45EE-BE7D-2136E6614B55

REGISTERED BY-LAWS

SP 102510 – 91 LORD SHEFFIELD CIRCUIT, PENRITH NSW 2750

- 1 Definitions
- 2 Interpretation
- 3 Noise
- 4 Vehicles
- 5 Obstruction of Common Property
- 6 Damage to lawns and plants on Common Property
- 7 Damage to Common Property
- 8 Behaviour of Owners and Occupiers
- 9 Children playing on Common Property in Building
- 10 Behaviour of invitees
- 11 Depositing rubbish and other material on Common Property
- 12 Washing, curtains, vehicles
- 13 Cleaning windows and doors
- 14 Storage of inflammable liquids and other substances and materials
- 15 Moving and delivering furniture and goods
- 16 Floor coverings
- 17 Garbage disposal
- 18 Keeping of animals – Repealed and Replaced.
- 19 Appearance of Lot
- 20 Change in use of Lot to be notified
- 21 Fire safety
- 22 Prevention of hazards
- 23 Selling and leasing activities
- 24 Security
- 25 Security Keys
- 26 Building Manager
- 27 Air conditioning
- 28 Hot water systems
- 29 Structural support in the Building
- 30 Access to inspect or read meters
- 31 Controls on hours of operation and use of facilities
- 32 Annual fire safety certification
- 33 Loading and unloading
- 34 Unobstructed driveways and parking areas
- 35 Vehicular access
- 36 Noise control – plant and machinery
- 37 Public access
- 38 Failure to comply with by-laws
- 39 Cleaning of Lot and range hoods
- 40 Products used in Scheme
- 41 Balconies
- 42 Storing and operating a barbeque
- 43 Carwash bays
- 44 Storage Areas
- 45 Smoking
- 46 Provision of amenities and services
- 47 Compliance with planning and other requirements
- 48 Service of documents on Owner of Lot by Owners Corporation
- 49 Building Works
- 50 Access rights
- 51 NBN Co Limited rights
- 52 Recreational Facilities
- 53 Concierge

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- 54 Adaptable Lots – front door handles
- 55 Maintenance of the Building
- 56 Common Property Rights By-Law Lots 49, 50, 51 and 52 – Retail
- 57 Special Disability Accommodation

Special By-Law 1 – Limit on Occupancy

Special By-Law 2 – Lot 49 Works

Special By-Law 3 – Commercial/Retail Signage

Schedule 2 – Addition of Special By-Law 4,5,6 and 7

Special By-law 4 – Cost recoveries

Special By-law 5 – Flexible hydraulic hoses

Special By-law 6 – Non-carpet floor covering

Special By-law 7 – Insurance excesses

Notes on by-laws

The by-laws regulate the day to day management and operation of the Building. They are an essential document for the Owners Corporation and any Owner or Occupier.

All Owners and Occupiers and the Owners Corporation must comply with the by-laws.

The Owners Corporation may amend the by-laws.

1. Definitions

Act means Strata Schemes Management Act 2015 (NSW) as amended.

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means a balcony, terrace or courtyard in a Lot.

Balcony Fittings means the Common Property water taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the buildings constructed within the Scheme and includes all recreational facilities, car parking, Storage Areas and Common Property within the Scheme.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 26.

Building Works means works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);
- (d) Common Property services; or
- (e) services in the Building, whether or not they are for the exclusive use of the Lot, but exclude:
 - (f) minor fit out works inside a Lot;
 - (g) works or alterations to the interior of Common Property walls in a Lot; and
 - (h) works which an Owner is entitled to carry out under a Common Property Rights By-Law,

unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property.

Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

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Common Property Rights By-Law means by-laws granting Owners exclusive use or special privileges in respect of Common Property according to Division 3 of Part 7 of the Act.

Concierge means the concierge appointed by the Owners Corporation according to by-law 53.

Consent Authority means the relevant consent authority from time to time with building and development consent power in respect of the Community Parcel.

Council means Penrith City Council.

Lot means a lot in the Scheme.

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Original Proprietor means 91 LSCT Pt Ltd ACN 637 526 937 or any nominee of 91 LSCT Pty Ltd ACN 637 526 937 notified to the Strata Committee.

Owner means the registered proprietor of a Lot and includes:

- (a) the lessee for the time being of a leasehold interest in the Lot; and
- (b) a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Recreational Facilities means any pool, gymnasium, barbeque area or other similar facility located on the Common Property.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these by-laws.

Security Keys means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Site means the land comprising the Strata Plan.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the Original Proprietor or Owners Corporation, as the case may be, has granted to an Owner being a right to the exclusive use and enjoyment of an area of Common Property for the purpose of storage.

Strata Committee means the strata committee of the Owners Corporation appointed under Division 1 of Part 3 of the Act.

Strata Manager means the person appointed from time to time under Part 4 of Division 1 of the Act in relation to the Scheme.

Strata Plan means the strata plan registered with these by-laws.

2. Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it
- (b) the singular includes the plural and vice versa
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns
- (d) headings are for convenience and do not affect the interpretation of these by-laws, and
- (e) unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

3. Noise

An Owner or Occupier of a Lot must not create any noise on that Lot or on Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

4. Vehicles

- (a) An Owner or Occupier must not park or stand any motor vehicle or other vehicle on Common Property or allow any invitee of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- (b) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors.

- (c) An Owner or Occupier of a Lot must not at any time enclose any car parking space forming part of that Lot, or alter or erect anything on such car parking space.

5. Obstruction of Common Property

An Owner or Occupier must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

6. Damage to lawns and plants on Common Property

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation:

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

7. Damage to Common Property

- (a) 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 Common Property except with the written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under this by-law cannot authorise any additions to Common Property.
- (c) This by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot
 - (ii) any screen or other device to prevent entry of animals or insects on the Owner's Lot
 - (iii) any structure or device to prevent harm to children, or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot,unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.
- (d) Any such locking or safety device, screen, other device or structure must:
 - (i) be installed in a competent and proper manner;
 - (ii) must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building;
 - (iii) must, before its installation, be submitted for approval by the Owners Corporation for assessment on its compliance with (ii) above.
- (e) Despite section 106 of the Act, the Owner of a Lot must:
 - (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7(c) that forms part of Common Property and that services the Lot; and
 - (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law that forms part of Common Property and that services the Lot.
- (f) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Occupier on demand.

8. Behaviour of Owners and Occupiers

- (a) An Owner or Occupier of a Lot, when on Common Property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

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- (b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that any persons authorised by that Owner or Occupier to enter the Building do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- (c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.

9. Children playing on Common Property in Building

- (a) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a car parking or recreational area or other area of possible danger or hazard to children.
- (b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

10. Behaviour of invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

11. Depositing rubbish and other material on Common Property

An Owner or Occupier must not deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on Common Property for this purpose.

12. Washing, curtains, vehicles

An Owner or Occupier may not:

- (a) dry, air or display clothing other than in areas designated for that purpose by the Estate Manager
- (b) without the consent of the Strata Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot, or
- (c) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.

13. Cleaning windows and doors

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of that Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14. Storage of inflammable liquids and other substances and materials

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on Common Property any inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15. Moving and delivering furniture and goods

- (a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.
- (b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:
 - (i) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift
 - (ii) repair any damage they (or the person making the delivery) cause to Common Property, and
 - (iii) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.
- (c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:
 - (i) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation
 - (ii) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days
 - (iii) Owners or Occupiers may be prohibited from moving items through the front foyer(s) of the Building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation, and
 - (iv) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.
- (d) The Owners Corporation may appoint the Estate Manager and/or the Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:
 - (i) make arrangements with the person so appointed when they move in or out of the Building, and
 - (ii) comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

16. Floor coverings

- (a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- (b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion.
- (c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:
 - (i) the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and must comply with the requirement of the Building Code of Australia.
 - (ii) the Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
 - (iii) following installation of the floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with.

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- (d) By-Law 16(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.
- (e) By-Law 16(c)(ii) does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering, treatment or surface.
- (f) Each Owner acknowledges that that if at the date of registration of the Strata Plan their Lot contained engineered timber flooring, to the extent that the flooring is Common Property, that owner is granted exclusive use of such timber flooring and is responsible for its maintenance and repair.

17. Garbage disposal

- (a) An Owner or Occupier of a Lot:
 - (i) must ensure that:
 - (A) recyclable material or waste is transported to the receptacles in secure waterproofed bags, or containers, and in the case of fluid waste in sealed containers that do not leak, and
 - (B) before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (ii) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (b) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the Building other than on days specified by the Council for collection.
- (c) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

18. Keeping of animals – Repealed and Replaced (AS259400)

PART 1 – INTERPRETATION

1.1 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 – KEEPING AN ANIMAL

2.1 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the prior approval in writing of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.

2.2 An owner or occupier of a lot must:

- (a) obtain the approval in writing of the owners corporation to keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on a lot or the common property; and
- (b) agree in writing with the owners corporation to the conditions referred to in this by-law prior to the animal being introduced to the scheme.

2.3 An owner or occupier of a lot must not keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on a lot or the common property other than the animal for which the approval in writing of the owners corporation is obtained.

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- 2.4 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must ensure that a visitor to the scheme is not permitted to bring any animal on common property without the approval in writing of the owners corporation.
- 2.5 The owners corporation must not unreasonably withhold its approval of the keeping of an animal.
- 2.6 If an owner or occupier of a lot obtains the prior written approval of the owners corporation and keeps an animal on the lot, then the owner or occupier must:
 - (a) ensure that the animal is vaccinated with all common vaccines given to an animal of its type, and is further vaccinated as required;
 - (b) ensure that the animal has been treated to prevent fleas, and is further treated as required;
 - (c) if that animal is not a cat, ensure that the animal is under the owner's control and not left unattended when on the common property;
 - (d) if that animal is a cat, ensure that the cat is not left on the common property unattended after 6.00pm;
 - (e) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
 - (f) not leave food on the common property;
 - (g) ensure that the animal (except a small caged bird or fish) is microchipped, desexed and registered with the local Council or any other authority having such jurisdiction;
 - (h) advise the owners corporation, in writing, when the animal is no longer residing in the lot; and
 - (i) provide evidence to the owners corporation that the lot has been treated for fleas and the carpet professionally cleaned, when the owner or occupier vacates the premises, to the satisfaction of the owners corporation.

PART 3 – CONSENT FROM OWNERS CORPORATION

- 3.1 An owner or occupier of a lot who applies for approval to keep an animal on the lot or the common property must provide the following details to the owners corporation including any proposed restraining or management strategies:
 - (a) copies of the relevant certifications that the animal is treated to prevent fleas and has had the appropriate vaccinations referred to in clause 2.6(a) of this by-law;
 - (b) a photograph of the animal;
 - (c) the type of animal;
 - (d) the breed of the animal;
 - (e) the size of the animals;
 - (f) the average height of the animal when fully grown;
 - (g) the age of the animal;
- 3.2 The owners corporation will observe the applicable guidelines published by the local Council when determining a request by an owner or occupier of a lot to keep a dog that is a restricted dog or dangerous as defined under the *Companion Animals Act 1998*.
- 3.3 The owners corporation may impose additional conditions at the time of giving approval to keep an animal but additional conditions can only relate to protecting an owner or occupier's use and enjoyment of a lot or the common property from unreasonable interference caused by an animal.
- 3.4 The owners corporation will attempt to make a decision whether or not to give approval to an owner or occupier to keep an animal within a reasonable period of time after receiving such an application.

PART 4 – CONDITIONS FOR KEEPING AN ANIMAL

- 4.1 An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the

Disability Discrimination Act 1992 of the Commonwealth.

- 4.2 The owners corporation has the right to withdraw its approval to an owner or occupier of a lot to keep an animal if:
- (a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant; or
 - (b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant; or
 - (c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant; or
 - (d) the animal repeatedly causes damage to the common property or another lot; or
 - (e) the animal endangers the health of another occupant through infection or infestation; or
 - (f) the animal causes a persistent offensive odour that penetrates another lot or the common property; or
 - (g) for a cat kept on a lot – the owner of the animal fails to comply with an order that is in force under section 31 of the *Companion Animals Act 1998*; or
 - (h) for a dog kept on a lot:
 - i. the owner of the animal fails to comply with an order that is in force under section 32A of the *Companion Animals Act 1998*; or
 - ii. the animal is declared to be a menacing dog or a dangerous dog under section 34 of the *Companion Animals Act 1998*; or
 - iii. the animal is a restricted dog within the meaning found in section 55(1) of the *Companion Animals Act 1998*.
- 4.3 If the owners corporation withdraws the right of an owner or occupier of a lot to keep an animal, the owner or occupier of a lot must remove the animal within two months of such a request being made by the owners corporation, or such other time as approved by the owners corporation.

PART 5 – ANIMAL OWNER RESPONSIBILITIES

- 5.1 An owner or occupier of a lot who owns and keeps an animal on the lot or common property is responsible for:
- (a) any noise or odour that their animal makes which causes unreasonable interference or a nuisance;
 - (b) any action that their animal does which causes unreasonable interference or a nuisance;
 - (c) damage to or loss of property or injury caused to any person caused by the animal; and
 - (d) cleaning up after the animal.

19. Appearance of Lot

- (a) The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.
- (b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.
- (c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):
 - (i) the display of "for sale" or "for lease" signs, or any other form of notice or advertising, and

- (ii) satellite dishes or antennas.

20. Change in use of Lot to be notified

An Occupier of a Lot must notify the Owners Corporation if the Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (for example, if the use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for non-residential purposes).

21. Fire safety

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices on the Site or to reduce the level of fire safety in the Lots or Common Property.

22. Prevention of hazards

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using Common Property.

23. Selling and leasing activities

- (a) The Original Proprietor may on Common Property and any Lot owned or occupied by the Original Proprietor:
 - (i) maintain selling and leasing offices and facilities
 - (ii) install, affix and maintain signs in connection with those selling and leasing activities, and
 - (iii) conduct selling, leasing and auction activities
- (b) No other Owner or Occupier may maintain facilities or signs, or otherwise conduct selling or leasing activities, without Owners Corporation approval.

24. Security

24.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards

24.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

24.3 Restricting access to Common Property

The Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in the Building where an Owner or Occupier does not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building.

24.4 Obligations

An Owner or Occupier must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Building.

25. Security Keys

25.1 Providing Owners and Occupiers

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 24.

25.2 Number of Security Keys per Lot

- (a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each

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Lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a Lot has.

- (b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Building car park. This will be determined by reference to how many car spaces each Lot has.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

25.3 Ownership

Security Keys belong to the Owners Corporation.

25.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys;
- (b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded;
- (c) cancel Security Keys if in the Owners Corporation's reasonable opinion the Owner or Occupier to whom it has been issued no longer has an association with Scheme or has breach these By-Laws in a manner requiring the Security Key's cancellation; and
- (d) make arrangements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

25.5 Obligations

Owners and Occupiers must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if they lose a Security Key.

25.6 Prohibitions

An Owner or Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

26. Building Manager

26.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for the Scheme.

26.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

26.3 Duties

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) co-ordinating the carrying out of Building Works;
- (f) managing the Security Keys and providing Security Keys according to these by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising the Scheme generally;
- (j) the provision of concierge services; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Scheme.

27. Air conditioning

- (a) An Owner, Occupier of the Owners Corporation must not install or maintain on a Lot or Common Property any air conditioning unit (unit) other than of a type and style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Strata Committee.
- (b) An Owner and/or an Occupier of a Lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the Owners Corporation for any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.
- (c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a unit to service his or her Lot.
- (d) The Owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the Owner decides to replace or renew the unit, the Owner must inform the Owners Corporation in writing of his intention to do so at least 14 days prior to the replacement or renewal.
- (e) An Owner at his or her cost must repair any damage to the Common Property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
- (f) An Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.
- (g) The unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.
- (h) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that individual Lot is granted a right of exclusive use and enjoyment in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f) except that the phrase "Air Conditioning System" is substituted in place of the word unit wherever it appears in those paragraphs.
- (i) If air handling condensers are located on the balconies of Lots, they must be located either greater than 1.0m from the balustrade or, if located less than 1.0m from the balustrade, the condensers must be located on plinths or supports such that the top of the condenser is at least 760mm above the floor level, and the plinths or supporting structures are recessed beneath the condenser unit so that they do not project out and provide a foothold within the 150mm to 760mm zone. The fittings for the condensers are to be located on the end of the unit that is opposite to the balustrade and provided with a form of cover plate to avoid a foothold being created.

28. Hot water systems

- (a) This by-law applies if there is a Common Property hot water system.
- (b) The Owner of each Lot has a right to use the Common Property hot water system.
- (c) Each Owner or Occupier must give the Owners Corporation, or a person authorised by the Owners Corporation, reasonable access to his or her Lot to maintain, repair or replace the connections to the hot water system.
- (d) The Owners Corporation must operate, maintain, repair and replace the hot water system.
- (e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

29. Structural support in the Building

An Owner or Occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building, without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the

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prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alterations and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the Owners Corporation.

30. Access to inspect or read meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Estate Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

31. Controls on hours of operation and use of facilities

- (a) The Strata Committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Scheme:
 - (i) that non residential activities may be conducted on a Lot or Common Property only during certain times;
 - (ii) that facilities situated on the Common Property may only be used during certain times or on certain conditions; and
 - (iii) that deliveries to or from a Lot or Lots are to be transported through or on Common Property only during certain times or on certain conditions.
- (b) An Owner or Occupier of a Lot must comply with a determination referred to in by-law 31(a).

32. Annual fire safety certification

The Owners Corporation shall certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

33. Loading and unloading

An Owner or Occupier of a Lot must ensure that all loading and unloading of service vehicles in connection with the use of the Lot shall be carried out wholly within the Site at all times, or in designated on-street loading zones approved in consultation with Council under a traffic management plan.

34. Unobstructed driveways and parking areas

- (a) An Owner or Occupier of a Lot must not at any time obstruct a driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.
- (b) An Owner or Occupier of a Lot must not at any time use any car space or the Common Property for:
 - (i) washing vehicles (other than the car wash bay area), and/or
 - (ii) repairing, modifying and/or maintaining any vehicle whatsoever.

35. Vehicular access

The Owners Corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the Common Property are to be driven in a forward direction at all times.

36. Noise control – plant and machinery

An Owner or Occupier of a Lot must not create the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.

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37. Public access

An Owner or Occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like under any circumstances.

38. Failure to comply with by-laws

- (a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.
- (b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:
 - (i) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier, and
 - (ii) pay the Owners Corporation the costs incurred for doing the work.
- (c) The Owners Corporation may recover money and Owner or Occupier owes it under these by-laws as a debt payable upon demand.
- (d) The rights of the Owners Corporation under this by-law 38 are in addition to those that it has under the Act.

39. Cleaning of Lot and range hoods

The Owner or Occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every 3 months.

40. Products used in Scheme

- (a) The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.
- (b) The Owners Corporation must review the maintenance manuals handed over to it annually and must ensure that the Common Property infrastructure, fabric and plant/equipment is maintained regularly in accordance with the maintenance manuals and the initial maintenance schedule.

41. Balconies

41.1 What can be kept on a Balcony?

An Owner or Occupier may keep pot plants, landscaping, and occasional furniture on the Balcony of their Lot if:

- (a) it is a type approved by the Owners Corporation;
- (b) it is of a standard commensurate with the standard of the Building;
- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous; and
- (e) it is not likely to be blown off or fall from the Balcony.

41.2 Prohibition on items on balconies

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like equipment on the Balcony of their Lot.

41.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

41.4 Enclosing a Balcony

Owners and Occupiers must not enclose their Balconies.

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- 41.5 Portable items to be removed when Balcony not in use
Owners and Occupiers must remove from their Balcony all portable items, including but not limited to towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.
- 41.6 Owner and Occupier responsibilities
Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.
- 41.7 Indemnity
Each Owner or Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 43, unless it is caused by the negligence of the Owners Corporation, including but not limited to:
(a) damage to a Lot or to Common Property;
(b) damage or injury to any person.
- 41.8 Balcony Fittings
The Owner of a Lot which contains a Balcony is granted exclusive use and enjoyment of the Balcony Fittings on its Lot, and is responsible for the maintenance and repair of those Balcony Fittings, and must maintain the same in good condition.

42. Storing and operating a barbeque

- 42.1 Barbeques
Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:
(a) it is a type approved under by-law 42.2;
(b) it will not (or is not likely to) cause damage;
(c) it is not (or is not likely to become) dangerous;
(d) it is kept covered when not in operation;
(e) it is kept clean and tidy; and
(f) they comply with this by-law.
- 42.2 Types of approved barbeques
Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:
(a) a covered gas or electric portable barbeque; or
(b) any other type approved by the Owners Corporation.
- 42.3 Operating a barbeque
(a) Owners and Occupiers may only operate barbeques between the hours of 9.00am and 9.00pm (or during other hours approved by the Owners Corporation).
(b) When Owners or Occupiers use a barbeque, they must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

43. Carwash bays

- An Owner or Occupier using a car wash bay area (the area) in the Common Property must:
(a) ensure that the area is kept clean and all rubbish is removed from the area; and
(b) not use the area at any time for temporary car parking.

44. Storage Areas

- (a) The Owner or Occupier of any Storage Area will:
(i) not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material,
(ii) be responsible for the repair of any damage caused to the Storage Area, Common Property or any item of personal property stored within or in the vicinity of the Storage Area, resulting from the use of the Storage Area (including any door, gate or access point to the Storage Area),
(iii) not store any items on top of any cage comprising the Storage Area, and
(iv) ensure the Storage Area is kept clean and free of all rubbish and vermin.

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- (b) The Owner or Occupier of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.
- (c) Owners and Occupiers of any Storage Area acknowledge that the Storage Areas are located within a part of the Building which may be subject to water ingress, and must ensure that any items stored in the Storage Area is sufficiently elevated and covered to prevent damage to the item from such water ingress.

45. Smoking

- (a) An Owner, Occupier or any person authorised to be on a Lot or on the Common Property, must not smoke any cigarette, cigar or other product on the Common Property.
- (b) An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any Invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

46. Provision of amenities and services

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (i) window cleaning
 - (ii) lift maintenance
 - (iii) garbage disposal and recycling services
 - (iv) electricity, water or gas supply
 - (v) telecommunication services (for example, cable television).
- (b) If the Owners Corporation makes a resolution referred to in by-law 46(a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

47. Compliance with planning and other requirements

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons that are allowed by law to occupy the Lot.

48. Service of documents on Owner of Lot by Owners Corporation

A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

49. Building Works

49.1 Consent

An Owner or Occupier must have consent from the Owners Corporation to carry out the Building Works.

49.2 Procedures before carrying out the Building Works

Before carrying out the Building Works, Owners and Occupiers must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) find out where service lines and pipes are located;
- (c) obtain consents from the Owners Corporation if it propose to interfere with or interrupt services; and
- (d) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

49.3 Procedures when carrying out Building Works

Owners and Occupiers carrying out the Building Works, must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and

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- (c) repair any damage caused to Common Property or the property of another Owner or Occupier.

49.4 Cosmetic works and Minor renovations

- (a) In this by-law:
 - (i) Cosmetic Works includes the works listed in s109(2) of the Act together with any other works determined as such by the Strata Committee from time to time; and
 - (ii) Minor Renovations include the works referred to in s110(3) of the Act together with any other works determined as such by the Strata Committee from time to time.
- (b) The procedures set out in s109 of the Act and s110 of the Act apply, in addition to those set out in this by-law, to the performance of Cosmetic Works and Minor Renovations respectively by an Owner.
- (c) The Owners Corporation delegates its functions under s110 of the Act to the Strata Committee.

50. Access rights

For the purpose of section 122(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot for the purpose of performing any work described in section 122(1) of the Act, if the Owners Corporation provides seven days' written notice to the Owner or Occupier of its intention to so enter the Lot.

51. NBN Co Limited rights

51.1 Background

- (a) NBN Co Limited (NBN Co) has installed or may install equipment associated with the National Broadband Network (NBN), being fibre optic cables and other network equipment (Equipment), within the communication room, pathways, conduit, internal riser space and any pit and pipe located on the Common Property (not already owned by NBN Co) (Pathways).
- (b) NBN Co has installed or may install the Equipment on the basis of its powers under Schedule 3 of the Telecommunications Act 1997 (Cth) (Schedule 3).
- (c) The Pathways are located on the Common Property which is under the control of the Owners Corporation.

51.2 Owners Corporation obligations

The Owners Corporation, Owners and Occupiers must, for the benefit of NBN Co:

- (a) not use, alter or interfere with the Pathways in which the Equipment is located;
- (b) not prevent NBN Co or its contractors from using and maintaining the Pathways and installing additional facilities within the Pathways as required by NBN Co;
- (c) allow NBN Co to enter on any part of the Common Property or a Lot to enable NBN Co to repair, maintain, replace or install the Equipment;
- (d) not permit any other person or telecommunications carrier to use, alter or interfere with the Equipment or the Pathways without the consent of NBN Co;
- (e) notify NBN Co where they receive a Schedule 3 notice or access request from another telecommunications carrier in relation to the Pathways.

51.3 Acknowledgement and waiver

The Owners Corporation, Owners and Occupiers:

- (a) Acknowledge that NBN Co is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);
- (b) Acknowledge that the Pathways are for use in connection with a telecommunications network, and that they must be accessed by other telecommunication carriers in accordance with Schedule 1 of Telecommunications Act 1997 (Cth); and
- (c) waive their right to receive any notice under clause 17 of Schedule 3 that NBN Co may otherwise be required to serve in relation to any activity to be undertaken on the Development, including if NBN Co needs to access the Pathways in the future for maintenance activities.

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51.4 Entering into agreements

- (a) The Owners Corporation has the authority to, and must enter into any agreement with NBN Co or deed poll for the benefit of NBN Co which is on terms substantially similar to those contained in paragraph 53.2 above.
- (b) The Owners Corporation has the authority to, and must grant a licence to NBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation for Building. NBN Co may grant a sub-licence or transfer its licence to another party that supplies Equipment from time to time. The Owners Corporation agrees to sign any document reasonably required to effect such a sub-licence or transfer.

52. Recreational Facilities

An Owner or Occupier must:

- (a) not use the Recreational Facilities and their surrounds between the hours of 9.00pm and 6.00am;
- (b) ensure that any person authorised by the Owner or Occupier does not use the Recreational Facilities or their surrounds unless that Owner or Occupier or another Owner or Occupier accompanies them;
- (c) ensure that children are not in or around the Recreational Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (d) exercise caution at all times and not behave in a manner that is likely to interfere with the use of the Recreational Facilities by other persons;
- (e) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Recreational Facilities;
- (f) at all times be adequately clothed so as not to be likely to offend other persons using the Recreational Facilities or its surrounds;
- (g) comply with any rules that the Strata Committee may add or vary with respect to the use of the Recreational Facilities from time to time.

53. Concierge

53.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Concierge to provide concierge services for the Building.

53.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Concierge.

53.3 Restricting access to Common Property

The Owners Corporation has the power to set aside and restrict access to parts of Common Property (which do not give access to a Lot) to allow a Concierge to use those parts of Common Property to perform its concierge services.

54. Adaptable Lots – front door handles

- (a) In this by-law, Adaptable Lots means Lots 5, 11, 13, 19, 21, 29, 37 and 45.
- (b) Owners of Adaptable Lots are granted the special privilege to replace the door handle and locking mechanism to the front door of their Lots for the purpose of enhancing accessibility of those Lots.
- (c) If an owner exercises the special privileges set out in paragraph (a), it must:
 - (i) maintain any replaced door handle or locking mechanism and keep them in a state of good and serviceable repair; and
 - (ii) ensure that the replaced door handle or locking mechanism does not affect the operation of fire safety devices in the Lot or reduce the level of safety in Lots or Common Property.

55. Maintenance of the Building

55.1 Preamble

- (a) The Owners Corporation has a duty pursuant to sections 106(1) and (2) of the Act to:
 - (i) properly maintain and keep in a state of good and serviceable repair the Common Property and any personal property vested in the Owners Corporation; and

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- (ii) renew or replace any fixtures or fittings comprised in the Common Property and any personal property vested in the Owners Corporation.
- (b) Upon completion of building work, incomplete or defective work may become apparent in the Common Property or Lots.
- (c) The Builder and/or Original Proprietor may have responsibility to complete the work or rectify the defective work.
- (d) It is important that the Builder and/or Original Proprietor be given the opportunity to rectify any problems resulting from the building works.
- (e) The purpose of this by-law is to provide a regime for the notification of incomplete or defective work to the Building and/or Original Proprietor so that inspection, reporting and, if necessary, completion or rectification can be completed.
- (f) This by-law sets out the procedures by which the Owners Corporation and Owners report building defects, detail those defects, inform the Builder and/or Original Proprietor, facilitate the conduct of an inspection of common property and lot property and arrange and permit rectification of the building defects.

55.2 Definitions

In this by-law unless the context otherwise requires or permits:

- (a) HB Act means the Home Building Act 1989.
- (b) Report of Building Defects form means the report form set out in clause 55.11.
- (c) Secretary means the secretary appointed by the Strata Committee in accordance with section 41 of the Act.

55.3 Managers bound

In appointing a Building Manager and a Strata Manager, the Owners Corporation will ensure that the relevant agreement in writing by which the appointment is made includes a clause which provides that the Building Manager and Strata Manager must comply with the provisions of this by-law.

55.4 Duty to maintain and repair

- (a) By virtue of sections 106(1) and (2) of the Act, an owners corporation must:
 - (i) properly maintain and keep in a state of good and serviceable repair the common property and any personal property vested in the owners corporation; and
 - (ii) renew or replace any fixtures or fittings comprised in the common property and any personal property vested in the owners corporation.
- (b) The duty is not one to use reasonable care to maintain and keep in good repair the common property, nor one to use best endeavours to do so, but a strict duty to maintain and repair.
- (c) The duty to maintain involves an obligation to keep the building element in proper order by acts of maintenance before it falls out of condition, in a state which enables it to serve the purpose for which it exists.
- (d) An owners corporation is obliged not only to attend to cases where there is a malfunction, but also to take preventative measures to ensure that there not be a malfunction.
- (e) The duty extends to require remediation of defects in the original construction of the common property.
- (f) It also extends to oblige the owners corporation to attend to things which might not be for the benefit of the owns as a whole or even the majority of them.

55.5 Acknowledgement

- (a) The Owners Corporation and Owners acknowledge that:
 - (i) there is a duty at law to mitigate any damage suffered by it; and
 - (ii) by virtue of section 48MA of the HB Act a court or tribunal determining a claim involving an allegation of defective residential building work or specialist work by a party to proceedings (the "responsible party") is to have regard to the principle that rectification of the defective work by the responsible party is the preferred outcome.
- (b) The Owners Corporation and Owners further acknowledge that, pursuant to clause 6(d) of Schedule 1 of the Act, the agenda for each annual general meeting must include, until the end of warranty periods for applicable statutory warranties under the HB Act for buildings of the Scheme, an item to consider building defects and rectification.

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- (c) Without limiting the generality of clause 6(d) of Schedule 1 to the Act, the Owners Corporation shall, as part of the item under construction, review any report from Builder and/or Original Proprietor which report may include a schedule setting out:
 - (i) previously outstanding incomplete work which has been completed;
 - (ii) remaining incomplete work;
 - (iii) rectified building defects;
 - (iv) outstanding building defects;
 - (v) outstanding work which the Builder and/or Original Proprietor considers to be issues of maintenance.

55.6 Reporting building defects

- (a) When a building defect is discovered or ascertained by the Owners Corporation, an Owner, Occupier, Strata Manager or Building Manager, then that building defect must be reported to the Builder and/or Original Proprietor.
- (b) The manner in which the building defect is to be reported is by way of the completion of the Report of Building Defect form.
- (c) The completed Report of Building Defect form must be forwarded to the Secretary.
- (d) Upon receiving a Report of Building Defect form, the Secretary must send that form to the Builder and/or Original Proprietor.
- (e) The Secretary may delegate this obligation to the Strata Manager.
- (f) Upon sending the form the Secretary or Strata Manager, as the case may be, must record that it has been sent.
- (g) The Secretary or Strata Manager must record the response, if any, received from the Builder and/or Original Proprietor.

55.7 Access

- (a) If a request from the Builder and/or Original Proprietor is received by which request, access to a Lot is required, then the provisions of by-law 50 shall apply.
- (b) An Owner or Occupier must give access to their Lot to permit an inspection to be carried out and, thereafter, to allow rectification of the building defect.
- (c) If a request from the Builder and/or Original Proprietor is received by which request access to common property is required, then the Owners Corporation, by its servants, agents and contractors, must permit access for the purpose of inspection and rectification of any building defect.

55.8 Statutory obligations

- (a) By virtue of Part 11 of the Act, the Builder has certain obligations.
- (b) This by-law does not limit those obligations.
- (c) The rights, duties and obligations imposed by this by-law must be exercised prior to the procedures set out in Part 11 are invoked.

55.9 Report

- (a) The Owners Corporation may request the Builder and/or Original Proprietor to provide a report which shall set out the work carried out to rectify defective building work and the manner in which that work has been carried out.
- (b) The Owners Corporation may request the Builder and/or Original Proprietor to specify what, if any, work has not been carried out. "work" in this sub-clause means work which has been included in a Report of Building Defects form. The response shall include the reason for not performing the work.

55.10 Disputes

- (a) Upon receiving the report and response referred to in Part 9, the Owners Corporation and Owners may dispute the schedule of building defects carried out or the integrity of the performance of those works.
- (b) If such a dispute arises, then the Owners Corporation must serve a written notice on the Builder and/or Original Proprietor specifying:
 - (i) the nature of the dispute,
 - (ii) the position of the Owners Corporation, and Owner
 - (iii) any documentation or report upon which the Owners Corporation or Owner relies.
- (c) Upon serving the notice referred to in clause 10.2, the Owners Corporation, by its servants, agents or contractors, must meet in person with the Builder and/or Original Proprietor at an agreed time and place, and negotiate in good faith and using best endeavours, to resolve the dispute.

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- (d) If the parties cannot resolve the dispute, then the Owners Corporation must request the Builder and/or Original Proprietor to agree to appoint an independent consulting engineer or duly qualified building consultant in order to prepare a report in relation to the dispute with the intention of settling any outstanding issues.

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55.11 Report of Building Defects form

REPORT OF BUILDING DEFECTS

This form is to be used for the purpose of reporting building defects in your lot and, if relevant, the common property.

OWNER'S NAME: _____

LOT/ UNIT NUMBER: _____

CONTACT TELEPHONE: _____

Location of defect	Briefly description of defect
Kitchen	
Bathroom	
Laundry	
Bedroom(s)	
Living/dining room	
Balcony	
Common Property	

.....
Owner's Signature

.....
Date

56. Common Property Rights By-Law Lots 49, 50, 51 and 52 – Retail

56.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) Authorised Installations means any of the following items which the Benefited Owner may install on or adjacent to their Benefited Lot:
 - (i) Internal fitout for any purpose;
 - (ii) External fitout, including signage; and
 - (iii) any type of outdoor furnishing required to be attached or anchored to a fixed structure.
- (b) Benefited Lot means each of Lots 49, 50, 51 and 52 in the Strata Plan.
- (c) Benefited Owner means each of the owner(s) of a Benefited Lot.
- (d) Exclusive Use Areas means those parts of the Common Property occupied by and/or affected by the Works including any wall or floor adjoining a court yard (if any) to which an Authorised Installation is attached.
- (e) Works means any works to a Benefited Lot or Common Property to be carried out for and in connection with a Benefited Owner's installation, repair, maintenance and replacement (if necessary), of Authorised Installations, together with the restoration of any Lot or Common Property damaged by those works.

56.2 Grant of right

A Benefited Owner has:

- (a) exclusive use of the Exclusive Use Areas for the purpose of performing the Works; and
 - (b) the special privilege in respect of the Common Property occupied by or affected by the Works, to perform and retain the Works
- subject to the conditions and obligations set out in this by-law.

56.3 By-Law to prevail

If there is any inconsistency between this by-law and any other by-law applicable to the to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

56.4 Before Commencing the Works

Before commencing the Works, a Benefited Owner must obtain all necessary approvals/consents/permits from any Consent Authority.

56.5 Owners Corporation to Consent

- (a) In its capacity as owner of the Common Property, the Owners Corporation must, within five days of being requested to do so by the Benefited Owner, provide its written consent to and/or sign any document (including but not limited any applications for approvals/consents/permits) required by an Authority to be signed for the purposes of the Benefited Owner being able to exercise its rights and fulfil its obligations under this by-law.
- (b) The obligation of the Owners Corporation under 56.5(a) above, is a function of the Owners Corporation for the purposes of the Management Act.

56.6 During Performance of the Works

- (a) The Benefited Owner may only use licensed and appropriately qualified contractors to perform the Works.
- (b) The Works must be performed in accordance with:
 - (i) any Authority consent obtained by the Benefited Owner pursuant to clause 56.5 of this by-law;
 - (ii) the Building Code Australia where applicable; and
 - (iii) in a proper and workmanlike manner.

56.7 Indemnity

Benefited Owners indemnify 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 performance of the Works or the use of the Exclusive Use Areas
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the installation of the Works, and
- (c) any amount payable by way of increased fire safety compliance Authority requirements as a direct result of the installation of the Works.

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56.8 Maintenance of Common Property

A Benefited Owner must at all times properly maintain and keep in a state of good and serviceable repair all Common Property comprising the Exclusive Use Area.

56.9 Owner's Fixtures

The Works shall be and remain the Benefited Owner's fixtures.

57. Special Disability Accommodation

57.1 Definitions

In this by-law, the following terms are defined to mean:

- (a) SDA Lot means each of Lots 3, 5, 11, 13, 19, 21, 27, 29, 35, 37, 45.
- (b) Special Disability Accommodation means accommodation for occupiers who require specialist housing solutions to assist with the delivery of support that caters to their extreme functional impairment and very high support needs.

57.2 Right to Permitted Use

The Owner or Occupier of an SDA Lot has the right to use that Lot:


- (a) As Special Disability Accommodation; or
 - (b) for the management or delivery of services to any lot being used for Special Disability Accommodation,
- (collectively referred to as the Permitted Use).

57.3 Conditions

- (a) Damage to the Common Property adjacent to any SDA Lot caused directly or indirectly by the Owner or Occupier's use of the SDA Lot for the Permitted Use must be made good by and at the cost of the Owner of the SDA Lot in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- (b) The Owner of an SDA Lot must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise from the use of its SDA Lot for the Permitted Use.
- (c) When effecting the delivery of services to the SDA Lot an Owner or Occupier of the SDA Lot must do the following things (and ensure others also do the following):
 - (i) not create noise that causes unreasonable discomfort, disturbance or interference to other Lots within the Scheme;
 - (ii) keep all areas of the Building outside the SDA Lot clean and tidy throughout the delivery of services; and
 - (iii) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant Authority concerning the Permitted Use for the SDA Lots.


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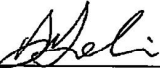
Approved Form 7	Strata Plan By-Laws	(Sheet 45 of 45 sheets)
Registered:  11/03/2021	Office Use Only	Office Use Only SP102510


Signing page

Signed by 91 LSCT
Pty Ltd ACN 637 526
937 under s.127(1)
of the Corporations
Act 2001


sign
the signatory states that he or she is the sole
director and sole secretary of the company
FRANK OLTZ
full name

Signed by Westpac
Banking
Corporation by its
attorney under power
of attorney
book 4299
no 332


sign (attorney)
the attorney states that he or she has no
notice of termination or suspension of the
power
DENIS DUNDOVIC
full name (attorney)


sign (witness)
the witness states that he or she is not a party
and was present when the attorney signed
KOSTA VLENPOULOS
full name (witness)
275 KENT ST, SYDNEY
address (witness)

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

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

Special By-Law 1 – Limit on Occupancy

An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.

In this by-law a term defined in the *Strata Schemes Management Act 2015* (NSW) (whether generally or for the purposes of Section 137 of that Act) has the same meaning.

Special By-Law 2 – Lot 49 Works

1. Approval of Work

1.1 Work

Subject to the conditions herein the authorised owner may carry out and keep the permitted work.

1.2 Exclusive Use

Subject to the conditions herein the authorised owner has exclusive use of the exclusive use area.

1.3 Building Works

In respect of building works that the authorised owner is required or permitted to carry out under this by-law:

- (a) the authorised owner must comply, and those building works must comply, with the building works conditions; and
- (b) those building works must be undertaken in accordance with, and comply with, any applicable provisions of the scope of works.

1.4 Ongoing Maintenance and Use

The authorised owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the exclusive use area, and must do any building works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the exclusive use area, and must do any building works necessary to effect the same;
- (c) must ensure that the exclusive use area is used in accordance with and continues to comply with the requirements hereof and any applicable law or approval; and
- (d) must ensure that the exclusive use area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Access

The authorised owner must provide the owners corporation with access to the authorised lot and the exclusive use area for the purpose of monitoring or enforcing compliance herewith (or if the authorised owner is not also the occupier of the authorised lot, the authorised owner must do all things within their power to procure such access) as follows:

- (a) during a period where building works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise requiring by law.

1.6 Indemnity

The authorised owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with building works (or their use) or the use of the exclusive use area, except to the extent that such damage, costs, loss, claim, demand, suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

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1.7 Default

If the authorised owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the authorised owner.

1.8 Scope of Works

Any provisions set out in the scope of works have effect as if they were provisions hereof. To the extent that any provision in the scope of works is inconsistent with any other provision hereof, the provision in the scope of works prevails to the extent of that inconsistency.

2. Methods and Procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary approvals (and ensure that all necessary approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such approvals to the owners corporation;
- (c) in the event that such approval is required by law (or under the terms of an approval) to be obtained before doing (or omitting to do) anything, supply a copy of that approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an approval, being a certificate or document required by law or under the terms of such an approval to be obtained or provided.

2.2 Consent

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - i. as reasonably determined from time to time by the owners corporation; or
 - ii. in the absence of such a determination, the amount of \$500.
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through Others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and

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- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for Occupiers and Invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavour to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of Care, Skill and Compliance with Law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do Work to Remedy Breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to Remedial Work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - i. in accordance with any applicable law and any other applicable requirement hereof; and
 - ii. in a proper and workmanlike manner and exercising due care and skill.

Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

2.9 Power to Carry Out Work and Recover Costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

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2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - i. the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - ii. to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of Amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - i. any interest payable; and
 - ii. the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting or amounts recoverable from the owner in connection herewith.

2.12 Alteration of Building affecting Lot Boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3. Definitions & Interpretation

3.1 Interpretation

Except to the extent the context otherwise required, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately following by the words "without limitation";
- (h) where not time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

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3.2 Functions of the Owners Corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an approval) to be obtained from or provided by an authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 49 in the strata scheme bearing folio identifier 49/SP102510;

Authorised Owner means the owner of the authorised lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Building Words Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the building works conditions;

Common Property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

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Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the permitted works (once complete); and
- (b) any art of the common property that is, as a result of the permitted works (once complete) altering the effective physical boundaries of the premises the subject of the authorised lot:
 - i. only accessible from within that premises; or
 - ii. enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the authorised owner in accordance with the resolution;

Management Act means the Strata Schemes Management Act 2015;

Occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

Owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

Owners Corporation means the owners corporation created on registration of the strata plan;

Permitted Work means the building works as set out in the scope of works.

Resolution means the special resolution of the owners corporation to authorise the authorised owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the authorised owner;

Scope of Works means the scope of works in Annexure B;

Strata Plan means strata plan number 102510; and

Strata Scheme means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1. Building Works Conditions

1.1 General conditions applying to building works

Building works must:

- (a) be carried out in accordance with and comply with any applicable law or approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be carried out in accordance with any applicable provision of the engineer's approval;
- (e) be fit for their purpose;
- (f) only be carried out using materials belonging to you and not subject to any charge, lien, security, interest or similar;
- (g) be carried out with due diligence and expedition and within a reasonable time;
- (h) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (i) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (j) except as otherwise approved by the owners corporation, be carried out only between the hours of 7.30am and 5.30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8.30am and Midday on a Saturday;
- (k) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (l) not adversely affect the structure or support of the parcel except strictly in accordance with an engineer's approval;
- (m) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (n) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Engineer's Approval and Certification

You must, in respect of structural works:

- (a) before those structural works are undertaken, provide the engineer's approval to the owners corporation; and
- (b) after completion of those structural works, provide the engineer's certificate to the owners corporation.

1.3 Connection to Services

Except as otherwise approved in writing by the owners corporation, to the extent the building works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.4 Cleanliness, Protection and Rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by building works;
- (b) ensure any part of the parcel affected by building works is kept clean and tidy and is left clean and tidy on completion of building works; and
- (c) if building works cause damage to the parcel, rectify that damage, including doing any necessary building works.

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1.5 Bond

You must, before carrying out building works, pay a bond to the owners corporation to secure compliance with your obligations under these building works conditions in respect of those building works.

1.6 Plans and Specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to building works to the owners corporation. Where those plans and specifications relate to any element of building works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those building work sis undertaken.

1.7 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with building works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$10,000,000 per event) in respect of the conduct of the building works naming the owners corporation as a beneficiary.

1.8 Ownership of Works

Building works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.9 Definitions

In addition to the terms otherwise defined herein, in these building works conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied;

Engineer's Approval means evidence (to the reasonable satisfaction of the owners corporation) in the form of the opinion of an appropriately qualified engineer that the structural works, if carried out in a manner specified in that opinion, will not adversely affect the structure or support of the property or any part of it or otherwise cause damage to the property (except as authorised herein);

Engineer's Certificate means evidence (to the reasonable satisfaction of the owners corporation) in the form of the opinion of an appropriate qualified engineer that the structural works were carried out in accordance with the engineer's approval;

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time;

Structural Works means building works to alter, or that may affect the stability or integrity of, any structural element of the parcel, including without limitation alterations to beams, joists, concrete slabs, columns, earthworks, structural members or load bearing walls, and further includes any works which are otherwise specified herein to be structural works;

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You means a person who is required to comply with these building works conditions, or whose building works are required to comply with these building works conditions; and

Your has a corresponding meaning to you.

Annexure B Scope of Works

1. Scope of Works

1.1 Concrete Slab

Renovation of the concrete slab of the authorised lot in accordance with Fixtures 1 and 2 and the report prepared by ACE Structural Services Pty Ltd dated 31 August 2021, including:

- (a) cutting of the concrete slab to trench the plumbing servicing the bathrooms and shower room of the authorised lot;
- (b) infilling of the existing slab setdown at the redundancy entry of the authorised lot; and
- (c) capping of existing plumbing, services and stacks as required.

1.2 Bathrooms

Installation of bathrooms within the authorised lot in accordance with Figure 3, including:

- (a) installation of partition walls to create bathroom areas within the authorised lot;
- (b) installation of fixtures, fittings, cabinetry, toilet suites and vanities;
- (c) installation of floor and wall tiling including waterproofing works;
- (d) installation of an acoustic layer on the bathroom walls; and
- (e) plumbing and electrical works as necessary.

1.3 Shower Room

Installation of a shower room within the authorised lot in accordance with Figure 3, including:

- (a) installation of partition walls to create a shower room area within the authorised lot;
- (b) installation of fixtures, fittings and a shower;
- (c) installation of floor and wall tiling including waterproofing works; and
- (d) plumbing and electrical works as necessary.

1.4 Kitchen

Installation of a kitchen within the authorised lot in accordance with Figure 3, including:

- (a) installation of fixtures, fittings, appliances and cabinetry;
- (b) installation of floor coverings and polishing of the existing concrete floor;
- (c) connection of the exhaust fan to the existing common property infrastructure;
- (d) installation of strip lighting to the underside of the cabinetry;
- (e) installation of a general power outlet in the island bench of the kitchen of the authorised lot in accordance with Figure 4;
- (f) drilling of a 75mm core hole into the common property wall of the kitchen of the authorised lot for the running of electrical services, in the location shown in Figure 5; and
- (g) plumbing and electrical works as necessary.

1.5 Meeting Rooms

Installation of meeting rooms within the authorised lot in accordance with Figures 3 and 6, including:

- (a) installation of a drop-down ceiling above the meeting room areas;
- (b) installation of partition walls to create new meeting room areas;
- (c) installation of recessed LED lighting;
- (d) installation of new emergency lighting to accommodate the new lower drop down ceiling; and
- (e) electrical works as necessary, including the installation of electrical floor boxes to services the meeting tables in the meeting rooms of the authorised lot.

1.6 Breakout Room

Installation of a breakout room within the authorised lot in accordance with Figure 3, including:

- (a) installation of partition walls to create the breakout room space; and
- (b) electrical works as necessary, including the installation of general power outlets chased down the wall of the breakout room.

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1.7 Air Conditioning Works

Removal of the existing ducted air conditioning and installation of a new ducted air conditioning system in its place, to service the authorised lot, including:

- (a) installation of a condenser houses externally and affixed to the common property wall at the rear of the authorised lot; and
- (b) plumbing, electrical and cabling works as necessary including drilling of a 75mm core hole into the common property wall of the bathroom of the authorised lot in the location show in Figure 5.

1.8 New Entrance Door

The installation of a new hinged secondary entrance door to the authorised lot in the location illustrated in Figure 2, to be of an appearance in keeping with the external appearance of the strata scheme.

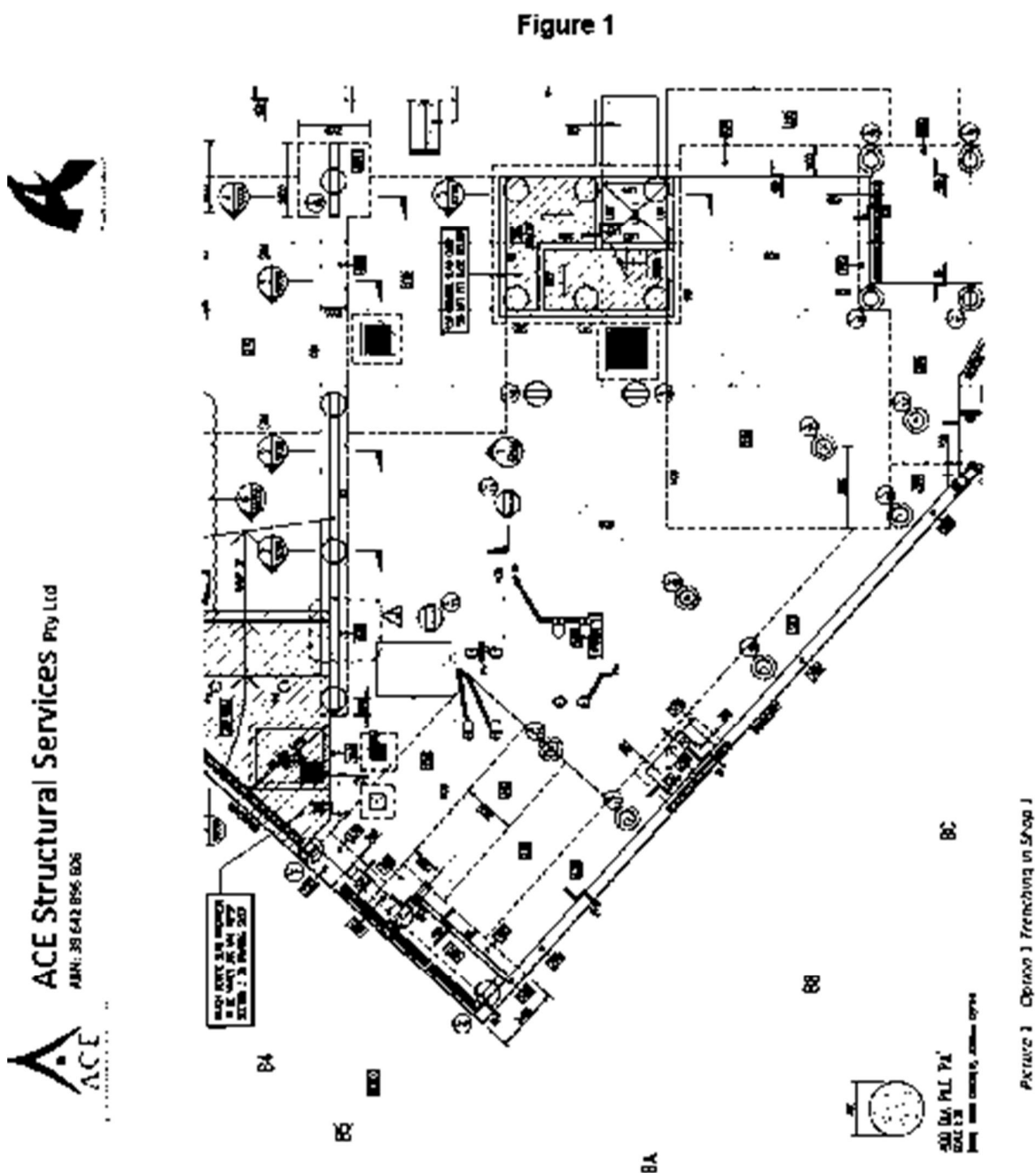
1.9 Works in accordance with the Annexed Plans, Drawings and Diagrams

Undertaking of the works as contemplated and denoted by the annexed plans, drawings and diagrams prepared by Skelcon Construction and annexed to this by-law.

1.10 Plans and Drawings

A reference to, or the incorporation of, a plan, drawing, sketch or diagram herein is taken to be a reference to, or the incorporation of, the original of that document at its original scale.

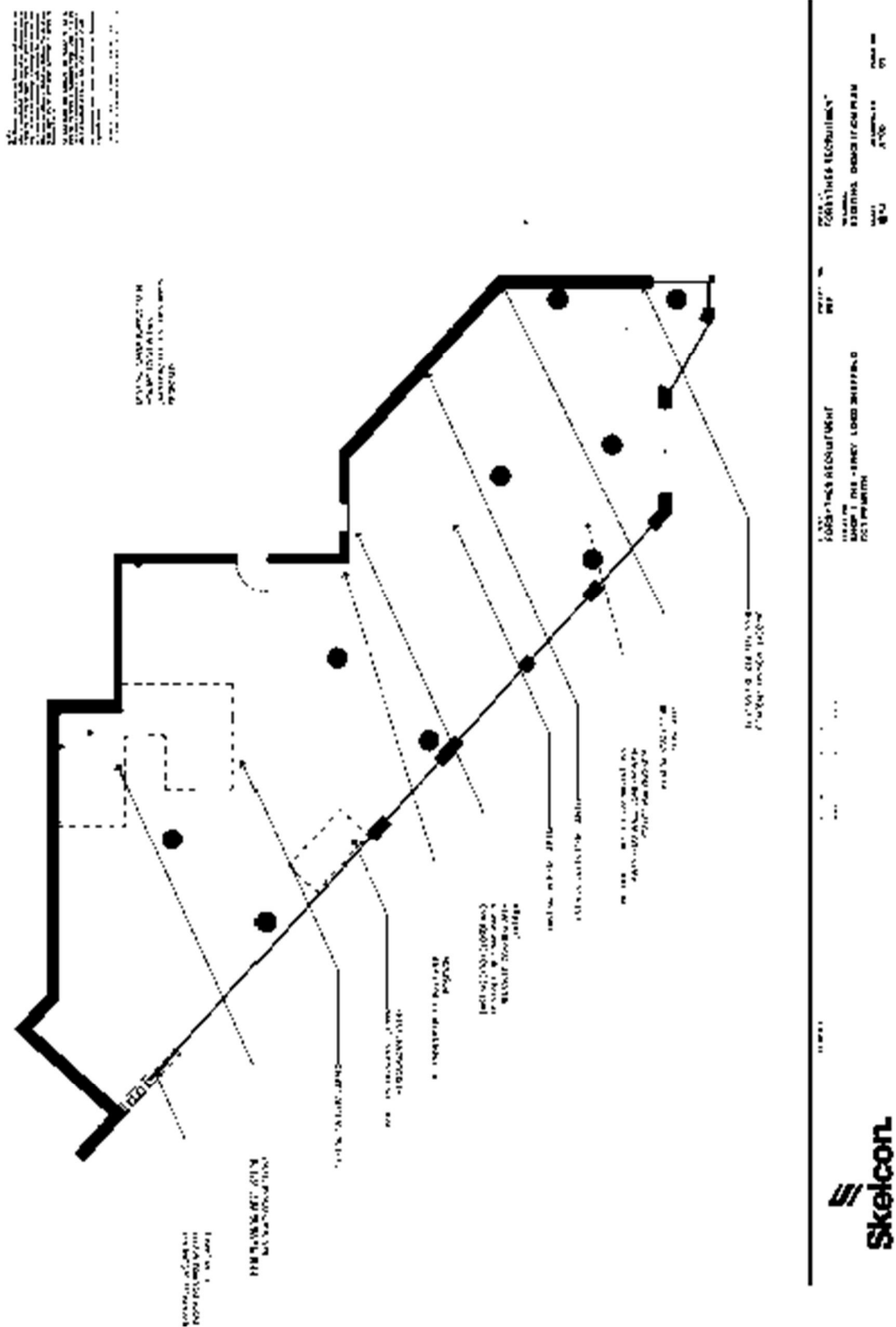
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ACE Structural Services Pty Ltd
 ABN: 38 642 896 806

DocuSign Envelope ID: 158CCD89-95A4-45EE-BE7D-2136E6614B55

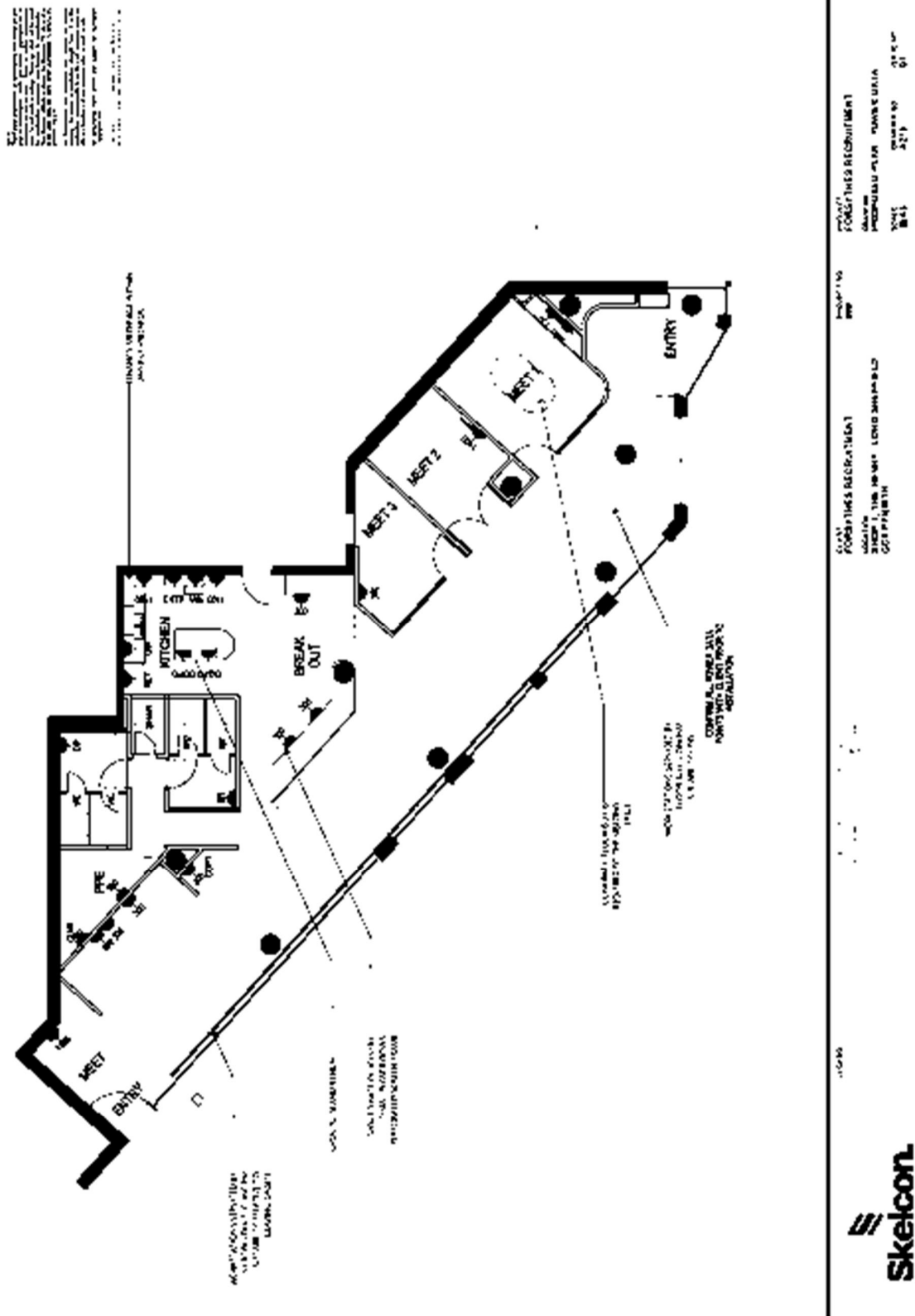
Figure 2



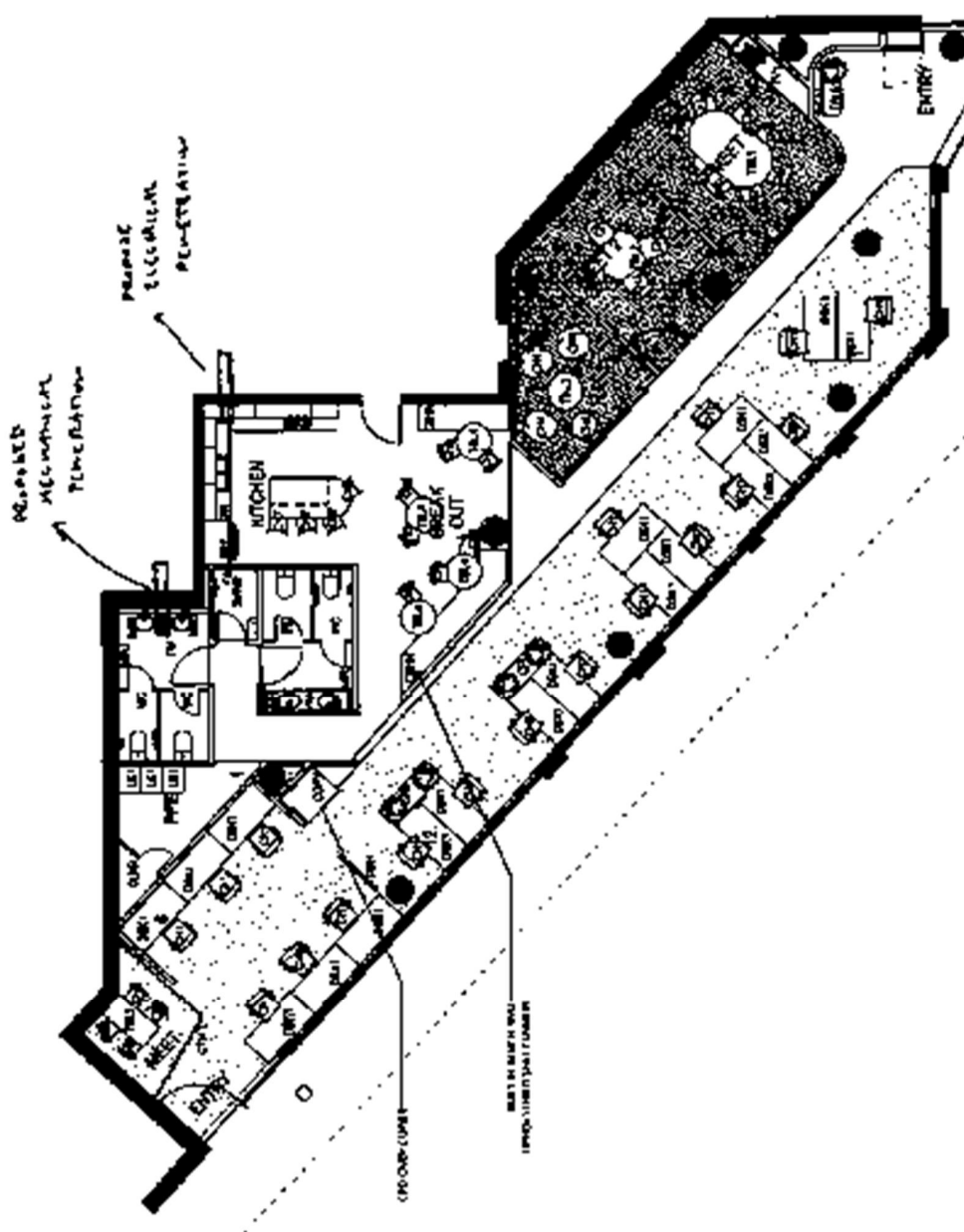
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Figure 4

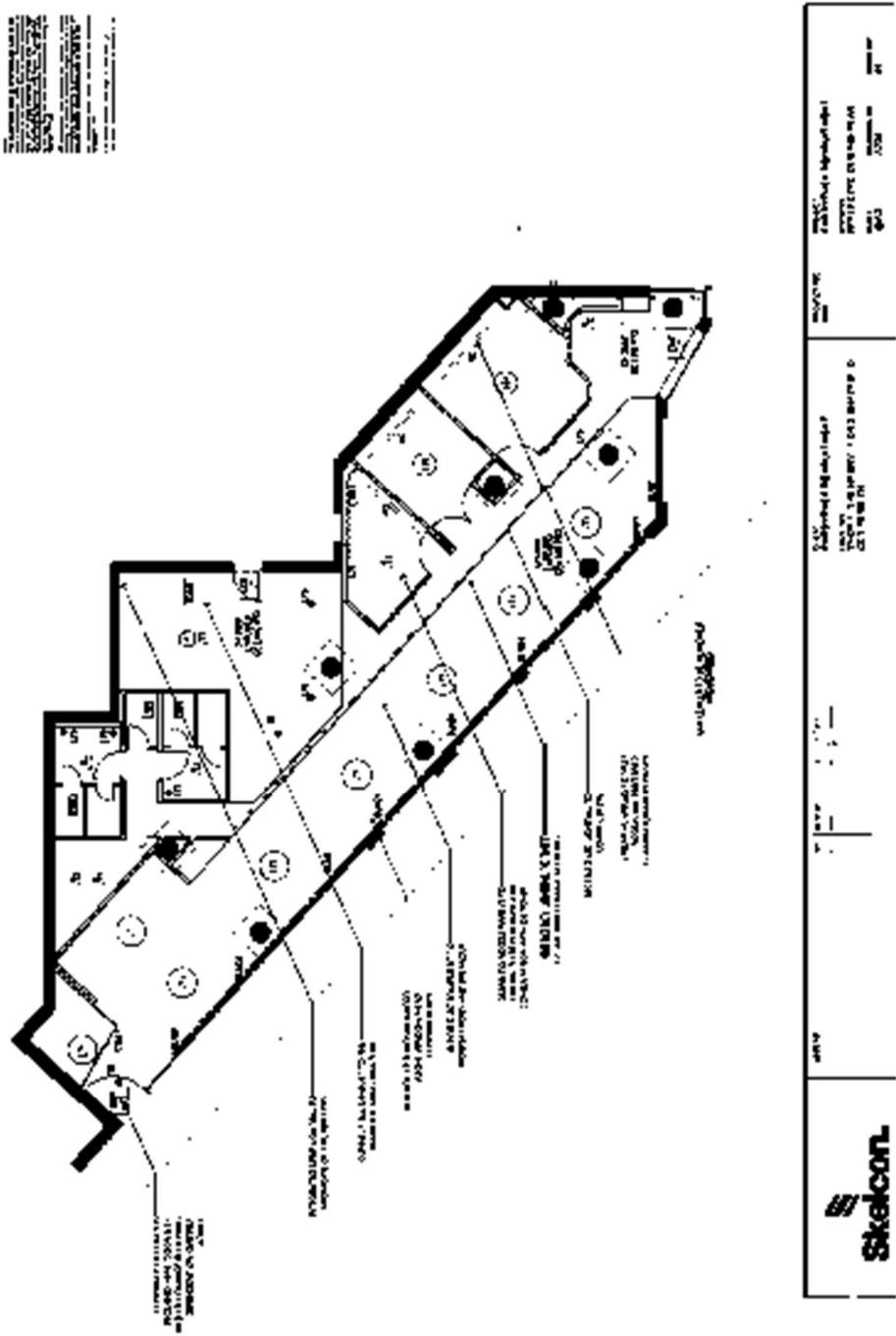


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Figure 6



Special By-Law 3 – Commercial/Retail Signage

1. All signage must comply with the requirements of Council or any other authority. If the consent of Council or any other authority is required to place or erect any signage relating to the trade or business of the commercial/retail lot, the owner or occupier of the commercial/retail lot must obtain that consent.
2. The owner of each commercial/retail lot has the special privilege of attaching signage to that part of the common property being the shopfront of that commercial/retail lot, including signage hung on from the façade of the building, on the terms that:
 - (a) only one (1) circular signage post per commercial/retail tenancy to be hung from the brick façade of the building in an area agreed by the owners corporation.
 - (b) internal signage fixed with removable film to interior of shopfront windows.
 - (c) removable adhesive signage fixed to the vertical section of the building awning.
3. The owners corporation following the expiration of the initial period, must not unreasonably withhold its consent to any request for approval for signage provided the proposed signage:
 - (a) will not adversely impact on the use and enjoyment of the common property; and
 - (b) is in keeping with the appearance, aesthetics, architectural integrity and high quality of the building.
4. Approval of the owners corporation to the signage will constitute approval to the lodgement of a development application to the Council or any other authority (if required by law).
5. If signage:
 - (a) is connected to power such power must be connected to the relevant commercial/retail lot and not be connected to the power supply for the common property; and
 - (b) includes light emission, is only operated during approved trading hours.
6. Any signage erected by an owner or occupier of the commercial/retail lot must:
 - (a) not be neon or flashing; and
 - (b) be of a colour, size and style consistent with the architectural integrity of the building; and
 - (c) be maintained by the owner or occupier of the commercial/retail lot who erects the signage.
7. Each owner or occupier of a commercial/retail lot must:
 - (a) maintain, repair and replace any sign erected in accordance with this by-law; and
 - (b) keep the owners corporation indemnified from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the rights conferred by this by-law.
8. Damage to any common property caused by the owner or occupier of the commercial/retail lot in relation to the affixing of any signs must be made good by and at the cost of that owner or occupier in a proper and workmanlike manner and to the satisfaction of the owners corporation.

Schedule 2 Addition of Special By-Law 4, 5, 6 and 7

Special By-Law 4 – Cost recoveries

An owner or occupier of a lot who breaches a by-law of the owners corporation must indemnify the owners corporation immediately on demand for any costs, losses or liabilities that the owners corporation incurs as a consequence of that breach.

Special By-Law 5 – Flexible hydraulic hoses

The owner and occupier of a lot must repair and maintain and renew and replace as reasonably required from time to time, all flexible hydraulic hoses within their lot, and must do such work as is required from time to time to comply with their obligations under this by-law.

Special By-Law 6 – Non-carpet floor covering

The Owners Corporation resolves by special resolution that:

1. An owner of a lot must ensure that all floor space within their lot is covered or otherwise treated to an extent sufficient to achieve a "5 Star" Acoustical Star Rating in accordance with the AAAC Guideline.
2. In this by-law, "AAAC Guideline" means the most recent Guideline for Apartment and Townhouse Acoustic Rating as published by the Association of Australasian Acoustical Consultants from time to time.
3. Before installing non-carpet floor covering in their lot, an owner of a lot must provide evidence to the reasonable satisfaction of the owners corporation that their proposed floor installation will achieve compliance with the requirements of this by-law.
4. In the event that an owner or occupier of a lot complains that non-carpet floor covering in another lot is causing or permitting the transmission of noise in contravention of this by-law, the owner of the lot the subject of that complaint must, at their cost, procure a report from a suitably qualified acoustical consultant assessing the acoustical performance of the floor of their lot in accordance with the AAAC Guideline, and provide a copy of that report to the owners corporation and the owner or occupier having complained.
5. An owner of a lot must do any work to their lot necessary to achieve compliance with the requirements of this by-law from time to time.
6. This by-law does not apply to floor space within a lot comprising a kitchen, laundry, lavatory, bathroom, balcony or terrace.
7. For clarity this by-law does not authorise an owner of a lot to alter the common property, or to make any addition to the common property.

Special By-Law 7 – Insurance excesses

1. The owner's corporation may provide services to lot owners in connection with the making of insurance claims in respect of damage to property of a lot owner insured under a policy of insurance obtained by the owner's corporation.
2. Owners of lots must indemnify the owners corporation immediately on demand for the amount of any insurance excess or deductible that becomes payable by the owners corporation in respect of such a claim made in respect of their lot.

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Execution

THE COMMON SEAL of **The Owners—Strata Plan No 102510** was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person
<div>DocuSigned by: <i>Nick Stephenson</i> 2A5F13A114CB458</div>
Full name of Authorised Person
Nick Stephenson
Capacity of Authorised Person
Strata managing agent
Address of signatory
Level 1, 37-43 Alexander Street Crowsnest NSW 2065

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory

DocuSigned by:

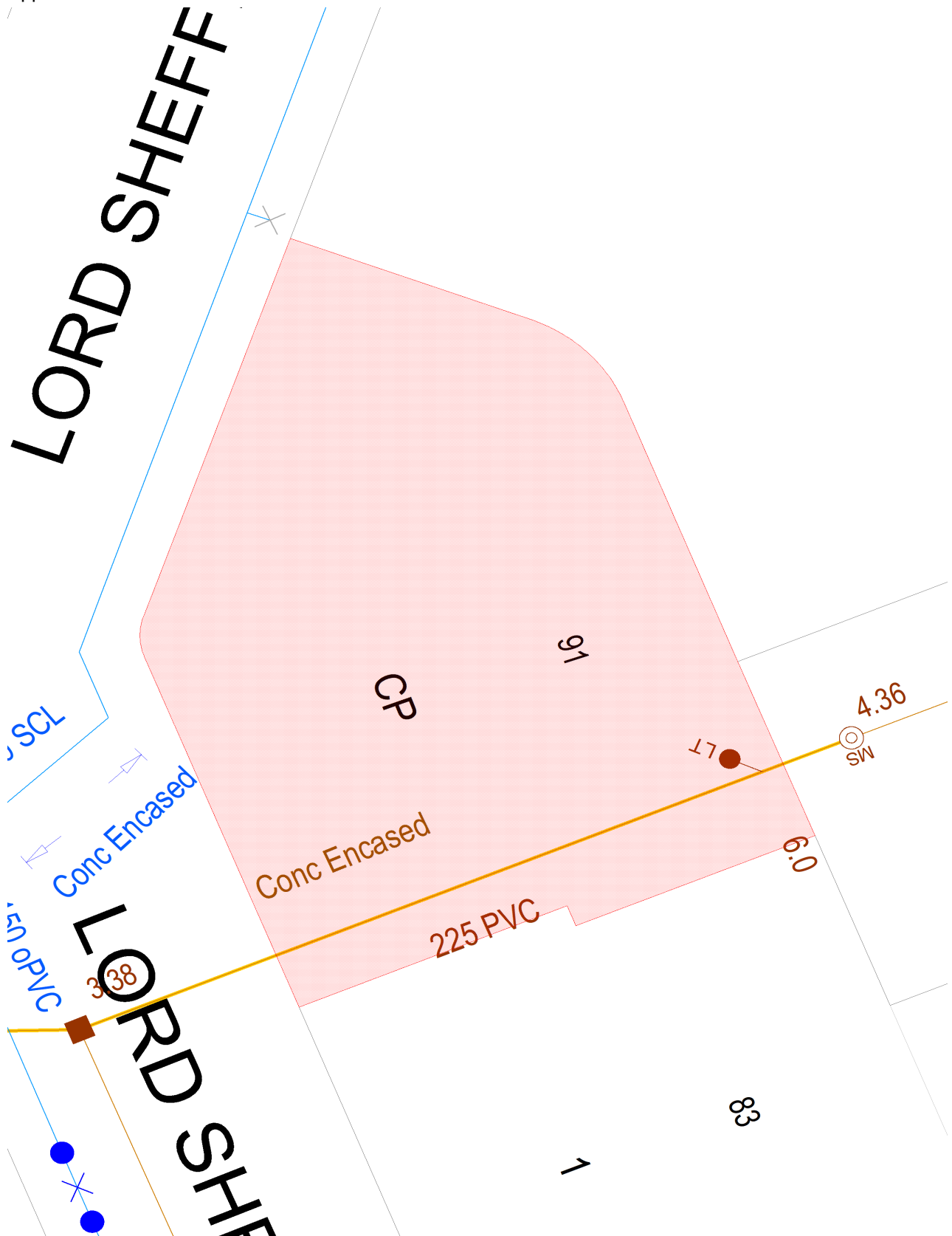


Common Seal

23 May 2024

Date of affixing of the Seal

Service Location Print
Application Number: 8004346022



Document generated at 31-05-2025 08:00:24 AM

Disclaimer

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
Private Mains		Scour	
Potable Water Main		Reducer / Taper	
Recycled Water Main		Vertical Bends	
Sewer Main		Reservoir	
Symbols for Private Mains shown grey		Recycled Water is shown as per Potable above. Colour as indicated	

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

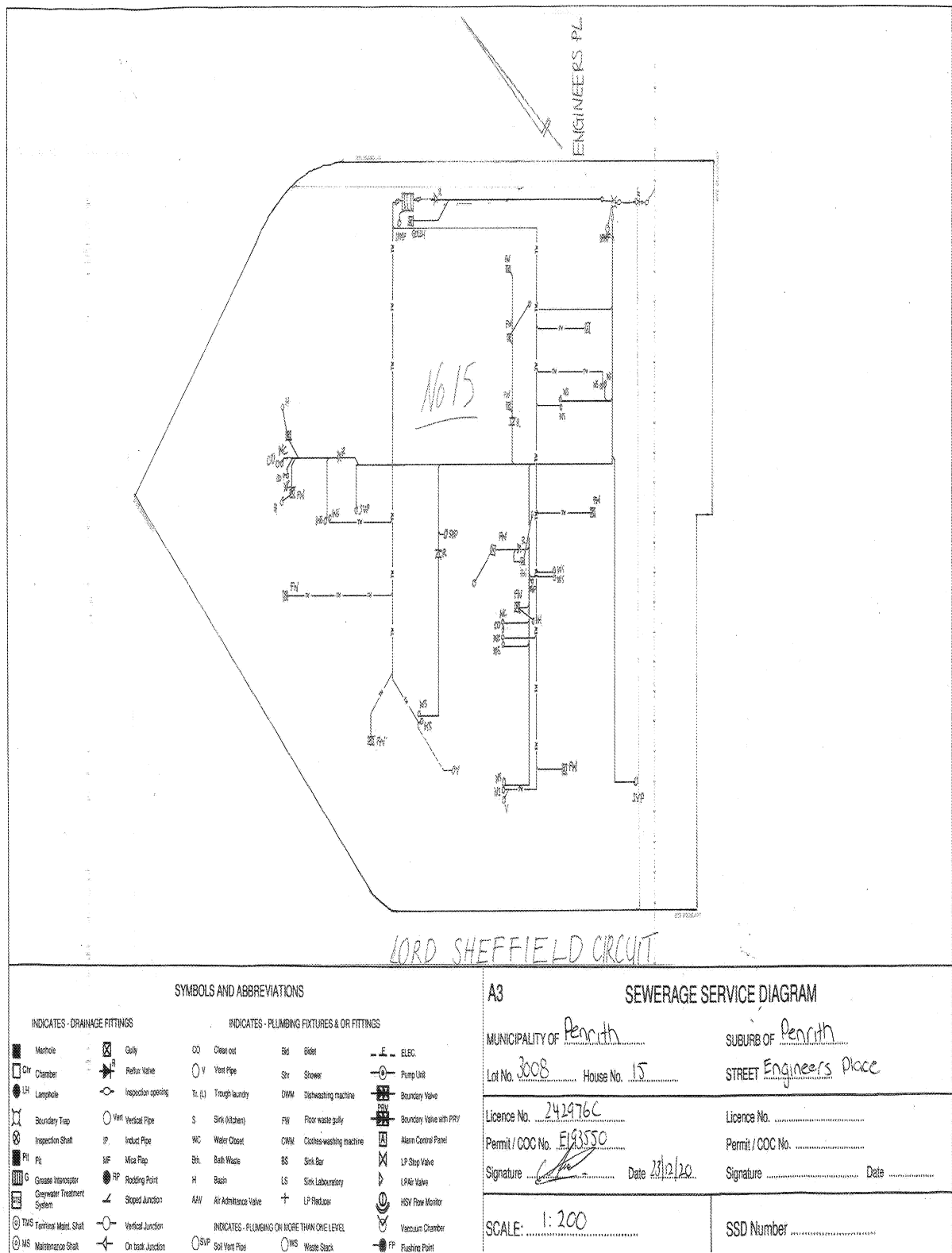
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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: 8004346045



Document generated at 31-05-2025 08:00:16 AM

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**.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 803382
Your Reference: 253185
Contact No.

Issue Date: 05 June 2025
Certificate No: 25/02711

Issued to: Csy Legal Pty Ltd
2/6 Ethel Street
EASTWOOD NSW 2122

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND **Parish:** CASTLEREAGH

Location: 802/91 Lord Sheffield Circuit PENRITH NSW 2750

Land Description: Lot 42 SP 102510

- 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*.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

A draft amendment to Penrith Development Control Plan (DCP) 2014 applies to this land. The draft amendment pertains to Child Care Centres and minor housekeeping amendments to Glenmore Park Stage 3 and Orchard Hills North (as per land areas indicated in Penrith DCP 2014). See www.yoursaypenrith.com.au for details.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

GREENFIELD HOUSING CODE

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

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

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.)

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

(b) Other Public Authority Policies

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

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

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

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

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

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

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

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

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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