

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
<b>vendor's agent</b>	Remax Prestige  Shop 7.1/ 2 Dawn Fraser Ave. Sydney Olympic Park NSW 2127	<b>phone:</b> 0433204724 <b>email:</b> joseph.choi@remax.com.au
<b>co-agent</b>		
<b>vendor</b>	MOONKKANG AUS PTY LTD	
<b>vendor's solicitor</b>	The Hills Legal House PO Box 21 Epping NSW 1710	<b>phone:</b> 0414 070 657 <b>email:</b> law@seongminlee.com <b>ref:</b> Moonkkang
<b>date for completion</b>	42 days after the contract date	(clause 15)
<b>land (address, plan details and title reference)</b>	Unit 709 26A LORD SHEFFIELD CCT PENRITH NSW 2750 LOT 124 STRATA PLAN SP96468 Folio Identifier 124/SP96468	
<b>improvements</b>	<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 checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
<b>attached copies</b>	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

**buyer's agent**

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

## SIGNING PAGE

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

**Choices**Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☒ NO ☐ yes

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><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</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 33 property certificate for strata common property</li> <li><input checked="" type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>
<p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	

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

Bright & Duggan  
 Level 1, 37 - 43 Alexander Street CROWS NEST NSW 2065

02 9902 7100



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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 within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> , in relation to a period, at any time before or during the period; and a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
  - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
    - bear equally any disbursements or fees; and
    - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and populate an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
  - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
    - 9.2.1 for 12 months after the *termination*; or
    - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
  - 9.3 sue the purchaser either –
    - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
      - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
      - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
    - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
    - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
    - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
    - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
    - 10.1.4 any change in the *property* due to fair wear and tear before completion;
    - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
    - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
    - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
    - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
    - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
  - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
  - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
  - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
  - 12.2 to apply (if necessary in the name of the vendor) for –
    - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
    - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
  - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.



### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

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

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
   27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or  
   27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
   27.7.1 under a *planning agreement*; or  
   27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
   28.3.1 the purchaser can *rescind*; and  
   28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
   29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
   29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and  
   29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
     • either *party* serving notice of the event happening;  
     • every *party* who has the benefit of the provision serving notice waiving the provision; or  
     • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.



**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

UNIT 709, 26A LORD SHEFFIELD CCT PENRITH NSW  
2750

ADDITIONAL CLAUSES ATTACHED TO CONTRACT FOR SALE OF LAND  
BETWEEN: Moonkkang Aus Pty Ltd  
and  
(the Vendor),  
(the Purchaser)

**33. INTERPRETATION**

In these Special Conditions, unless the context otherwise requires:-

- (a) Headings are for convenience only and do not affect the interpretation of this contract;
- (b) Words importing the singular include the plural and vice versa;
- (c) Words importing a gender include any gender;
- (d) A reference to a claim includes an objection, requisition and the exercise of a right to rescind, terminate or delay completion of this contract.

**34. AMENDMENTS TO THE STANDARD CONTRACT**

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

- (a) Clause 4.1 is amended by adding 4.1.3 with: 4.1.3 If the purchaser is in breach of Clause 4.1. then in addition the purchaser must pay to the vendor as an adjustment an amount of \$220.00 being the estimated costs of the vendor's solicitor to make special arrangements to have the Transfer executed prior to completion.”;
- (b) Clause 7.1.1 is amended by deleting the words “5% of the price” and inserting in lieu thereof “0.1% of the price”;
- (c) Clause 7.1.3 is replaced with: “the purchaser does not service notice waiving the claim within seven (7) days after that service; and”
- (d) In Clause 7.2.1 “10%” is deleted and substituted by “1%”;
- (e) In Clause 8 the words “on reasonable grounds” of sub-clause 8.1.1 are deleted and the words “and those grounds” of sub-clause 8.1.2 are deleted;
- (f) Clause 10.1.9 is amended by deleting the words “the substance of which is disclosed in this contract” and replacing with “the existence of which is noted on any document attached to this contract”;
- (g) In Clause 10, the following additional sub-clause is inserted: “10.1.10 For the purpose of this Clause 10 the vendor discloses all of the material appearing in the copy documents attached to this contract whether specified on page 2 of this contract or not and all material so appearing is deemed to have been disclosed in substance in this contract”;
- (h) Clause 11.2 is amended by adding the words “with the consent and authority of the vendor” after the words “work order” and adding the words “by reason of a default by the vendor” after the word “terminated”;
- (i) Clause 14.3 is deleted;
- (j) Clause 14.4.2 is deleted;
- (k) Clause 23.13 is replaced with “23.13 The Purchaser must obtain a certificate under s184 Strata Schemes management Act 1996 or s26 Community Land management Act 1989 in relation to the lot, the scheme or any higher scheme and serve it to the Vendor at least 3 days before the date for completion”;
- (l) Clause 23.14 is deleted;

**35. PURCHASER'S ACKNOWLEDGEMENT**

The purchaser acknowledges that:-

- (a) It 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;
- (b) It has made its own enquiries in relation to the Property and the improvements (if any) thereon (including fences thereon and any service connected to the property including water, sewerage, drainage, gas, electricity, telephone etc);
- (c) It has satisfied itself in relation to the subject matter of this contract;
- (d) The purchaser has inspected any and all improvements (if any) erected upon the property hereby contracted to be sold and accepts them in their present condition and state of repair (subject to fair wear and tear) and the purchaser further acknowledges that the purchaser relies on no warranties by the vendor or any person on the vendor's behalf as to the condition or state of the repairs of any of these said improvements and the purchaser will make no objection, requisition or claim for compensation in relation to the condition or state of repair of any of these said improvements.

- (e) The purchaser takes title subject to the existing water, sewerage, gas and electric light installations and services, if any, and no objection shall be taken and no requisition made by the purchaser in respect of such installations and services or that such rights or easements cannot be obtained or in respect of any defects in such installations and services or on the ground that any water and sewerage main or any underground or surface storm water drain or any gas or electric light installations and service pass through over or under the subject land or should any manhole or vent be on the subject land.
- (f) If the purchaser makes inquiry to the local council and the council makes work orders,
  - (i) the purchaser must not require the vendor to comply with the work order, remedy the reason, or do the work;
  - (ii) the purchaser must not make requisition, objection, claim, or delay completion or attempt to rescind or terminate because of any matter referred to in or arising out of this Additional Condition; and
  - (iii) the purchaser indemnifies the vendor against any liability, loss, claim, damages, costs and expenses arising from or in connection with the purchaser applying for a building certificate and any work order notice or requirement of the council arising from that application.

**36. REAL ESTATE AGENT**

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.

**37. NOTICE TO COMPLETE**

- (a) 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 on a day being 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.
- (b) 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, the purchaser shall also pay to the vendor the sum of three hundred and thirty dollars (\$330.00) 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. INTEREST FOR LATE COMPLETION**

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.

**39. RELEASE OF DEPOSIT**

The purchaser agrees to release to the vendor the whole or part of the deposit provided that it is used solely for the purpose of payment of a deposit on the purchase of another property or properties by the vendor and the payment of stamp duty in respect thereof. No further authority or consent will be required from the purchaser other than as contained in this contract.

**40. LAND TAX**

If the contract says land tax is adjustable, the vendor requires a land tax adjustment for the year current at completion as follows:

- (a) on completion the purchaser must adjust the amount that the vendor has paid or is liable to pay for the current year; and
- (b) no regard is to be had to any actual assessment for any land which includes the property or for the property, which is issued for the year current at completion.

**41. REQUISITIONS**

Notwithstanding any other provision of this contract, the purchaser acknowledges that the only form of general requisitions on title that the purchaser shall be entitled to raise pursuant to Clause 5 of the contract shall be the form annexed to this contract.

**42. CREDIT CODE**

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.
- (c) 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.

**43. FOREIGN PERSONS**

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.

**44. INCONSISTENCY**

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.

**45. DEATH, MENTAL ILLNESS OR LIQUIDATION**

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

- (a) die or become mentally ill, then the vendor may rescind this contract by notice in writing to the purchaser's solicitor and thereupon this contract shall be at an end and the provisions of clause 19 shall apply; or
- (b) 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 purchaser shall be in default under this contract.

**46. PERSONAL GUARANTEE**

If the purchaser is a corporation the purchaser will procure the execution of the Guarantee and Indemnity attached to this Contract from each director of the corporation and deliver the duly executed Guarantee and Indemnity to the Vendor on or before the date of this Contract. Failure by the purchaser to comply with this clause shall constitute a breach entitling the vendor to terminate this agreement.

**47. SWIMMING POOL**

If the property contains a swimming pool, then:

- (a) 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".
- (b) 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.
- (c) 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.

**48. SURVEY**

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.

**49. DEPOSIT**

Notwithstanding any provision of this contract, if

- (a) the deposit agreed to be paid by the Purchaser is less than ten percent (10%) of the purchase price; and
- (b) the Vendor becomes entitled to forfeiture of the deposit actually paid, the Purchaser shall forthwith upon demand pay to the Vendor by way of liquidated damages the difference between ten percent (10%) of the purchase price and the amount actually paid. The Purchaser will also be responsible for any costs incurred by the Vendor in its efforts to recover the balance of the ten percent (10%) of the purchase price

**50. ONLY IF AUCTION**

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

- (a) The Principal's reserve price must be given in writing to the Auctioneer before the auction commences.
- (b) A bid for the Seller cannot be made unless the Auctioneer has, before the commencement of the Auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Seller.
- (c) The highest bidder is the Purchaser, subject to any reserve price.
- (d) In the event of a disputed bid, the Auctioneer is the sole arbitrator and the Auctioneer's decision is final.
- (e) The Auctioneer may refuse to accept any bid that, in the Auctioneer's opinion, is not in the interests of the seller.
- (f) A bidder is taken to be a Principal unless, before bidding, the bidder has given to the Auctioneer a copy of a written authority to bid for or on behalf of another person.
- (g) A bid cannot be made or accepted after the fall of the hammer.
- (h) As soon as practicable after the fall of the hammer, the Purchaser is to sign the Agreement (if any) for sale.

The flowing conditions, in addition to the above, are applicable to an in respect of the sale by Auction of residential property or rural land:

- (i) All Bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (j) One bid only may be made by or on behalf of the Seller. This includes a bid made by Auctioneer on behalf of the Seller.
- (k) When making a bid on behalf of the Seller or accepting a bid made by or on behalf of the Seller, the Auctioneer must clearly state that the bid was made by or on behalf of the Seller or Auctioneer.



FOLIO: 124/SP96468

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/9/2025	1:30 PM	2	6/11/2020

LAND

----

LOT 124 IN STRATA PLAN 96468  
AT PENRITH  
LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

-----

MOONKKANG AUS PTY LTD (T AQ538000)

SECOND SCHEDULE (1 NOTIFICATION)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96468

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

Moonkkang...

PRINTED ON 9/9/2025



FOLIO: CP/SP96468

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/9/2025	1:30 PM	5	12/4/2023

LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96468  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PENRITH  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP96468

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 96468

ADDRESS FOR SERVICE OF DOCUMENTS:

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

SECOND SCHEDULE (9 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(S) SHOWN AS  
PROPOSED EASEMENT FOR STORMWATER 10 METRE(S) WIDE &  
VARIABLE WITHIN LOT 8 IN DP583998
- 3 DP1265597 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 4 DP1265597 RESTRICTION(S) ON THE USE OF LAND
- 5 AQ416159 POSITIVE COVENANT
- 6 AQ416160 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1265598 EASEMENT FOR ELECTRICITY PURPOSES 1.5 METRE(S) WIDE  
AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED  
IN THE TITLE DIAGRAM
- 8 AR462427 INITIAL PERIOD EXPIRED
- 9 AS993342 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

-----

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP96468

PAGE 2

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

## STRATA PLAN 96468

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 96468							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 98		2 - 91		3 - 91		4 - 64	
5 - 64		6 - 114		7 - 55		8 - 55	
9 - 56		10 - 70		11 - 70		12 - 71	
13 - 55		14 - 55		15 - 55		16 - 71	
17 - 70		18 - 55		19 - 55		20 - 55	
21 - 71		22 - 65		23 - 68		24 - 84	
25 - 72		26 - 72		27 - 71		28 - 57	
29 - 70		30 - 70		31 - 70		32 - 56	
33 - 57		34 - 56		35 - 70		36 - 70	
37 - 55		38 - 56		39 - 56		40 - 71	
41 - 63		42 - 68		43 - 87		44 - 68	
45 - 73		46 - 72		47 - 58		48 - 71	
49 - 71		50 - 71		51 - 57		52 - 57	
53 - 57		54 - 71		55 - 71		56 - 58	
57 - 58		58 - 57		59 - 71		60 - 67	
61 - 71		62 - 88		63 - 68		64 - 74	
65 - 72		66 - 59		67 - 71		68 - 71	
69 - 72		70 - 58		71 - 58		72 - 58	
73 - 72		74 - 71		75 - 59		76 - 58	
77 - 58		78 - 71		79 - 68		80 - 70	
81 - 89		82 - 69		83 - 75		84 - 75	
85 - 60		86 - 71		87 - 71		88 - 71	
89 - 71		90 - 74		91 - 73		92 - 73	
93 - 60		94 - 58		95 - 58		96 - 72	
97 - 68		98 - 71		99 - 90		100 - 69	
101 - 72		102 - 72		103 - 60		104 - 72	
105 - 72		106 - 75		107 - 75		108 - 76	
109 - 74		110 - 72		111 - 60		112 - 76	
113 - 75		114 - 75		115 - 70		116 - 64	
117 - 75		118 - 76		119 - 60		120 - 75	
121 - 76		122 - 72		123 - 60		124 - 73	
125 - 59		126 - 78		127 - 87		128 - 95	
129 - 76		130 - 61		131 - 104		132 - 66	
133 - 102		134 - 85		135 - 102		136 - 114	
137 - 72		138 - 85		139 - 59		140 - 72	
141 - 79		142 - 119					

## NOTATIONS

UNREGISTERED DEALINGS: NIL

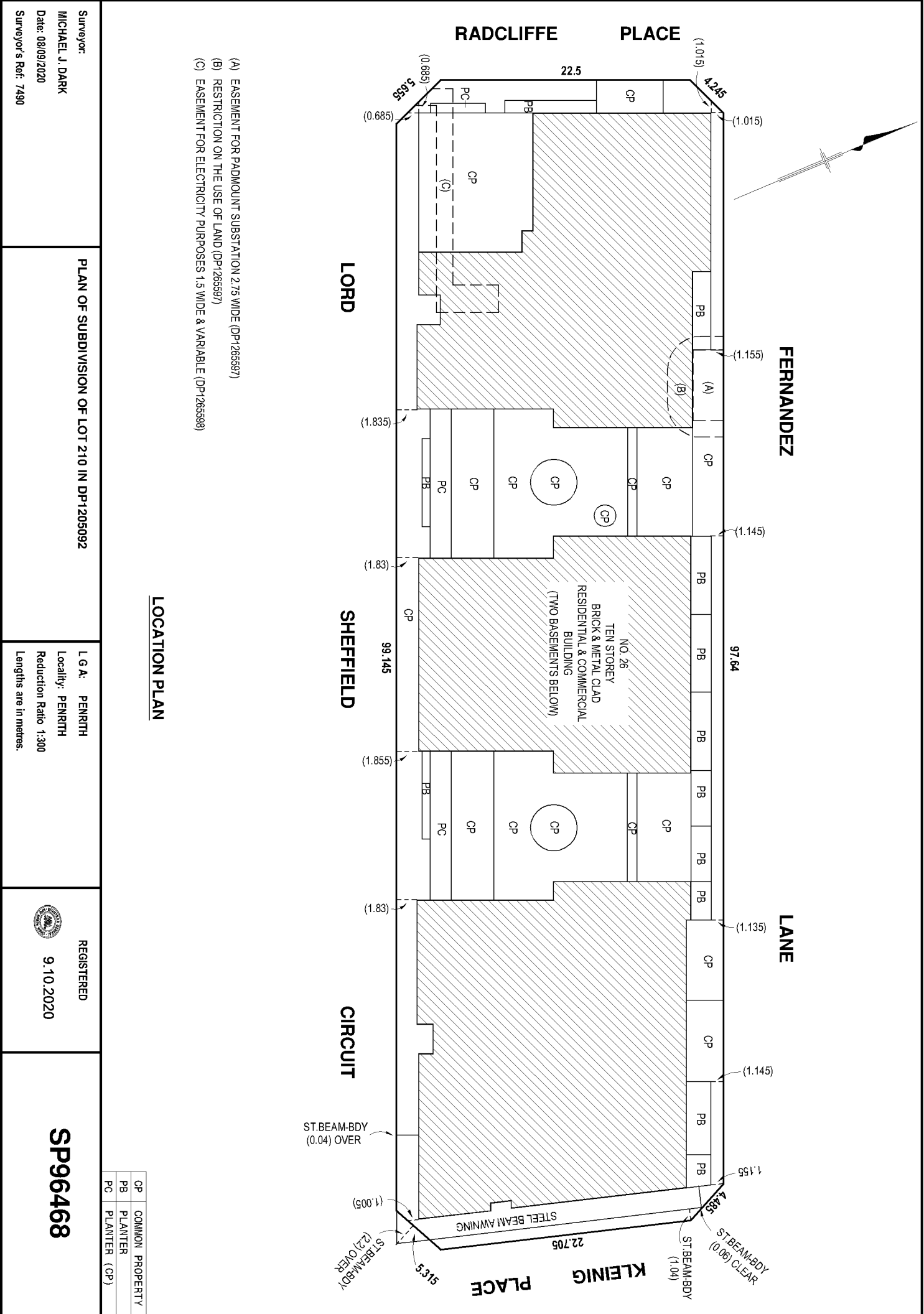
\*\*\* END OF SEARCH \*\*\*

Moonkkang...

PRINTED ON 9/9/2025

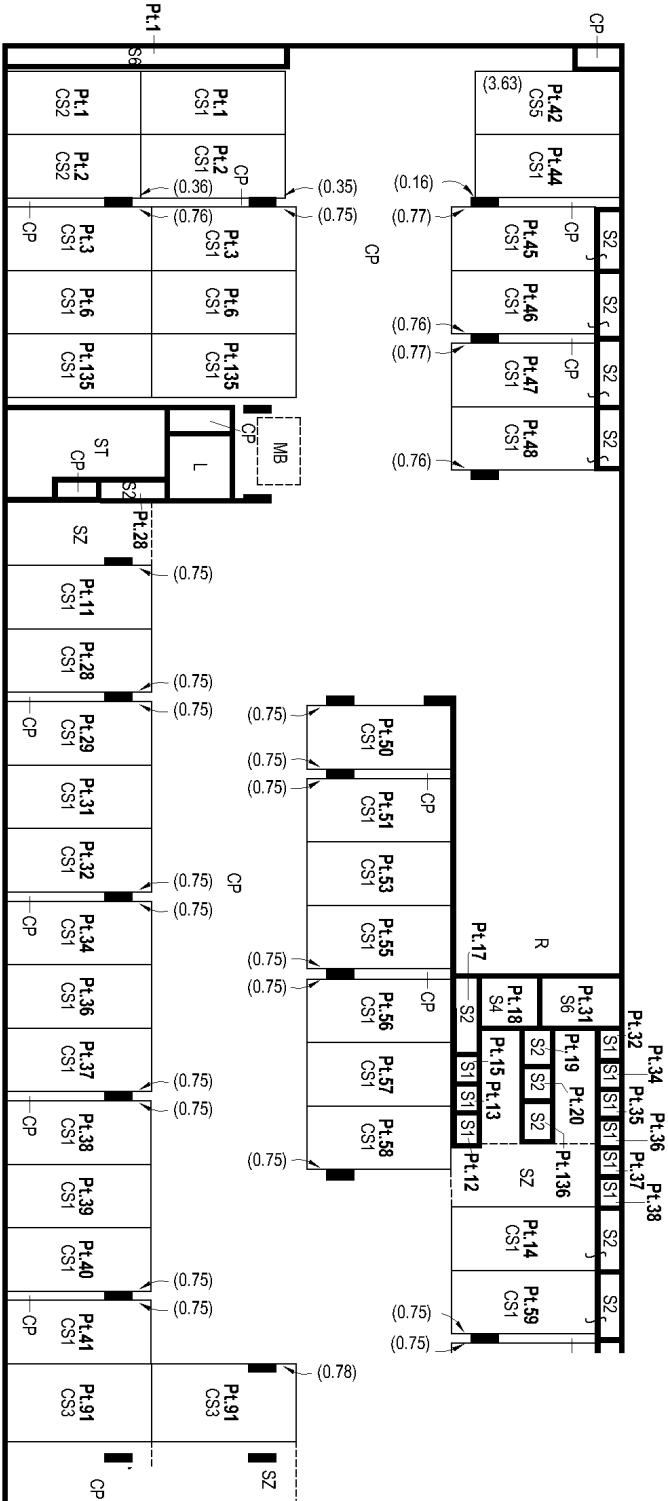
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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





Car Space Schedule			Storage Schedule	
Tag	Size	Area(m²)	Tag	Area(m²)
CS1	2.4x5.4	13	S1	1
CS2	2.4x5	12	S2	2
CS3	2.94x5.4	16	S4	4
CS5	2.37x5.4	13	S6	6

UNLESS OTHERWISE SHOWN



SEE SHEET 3 FOR CONTINUATION

PROLONGATION OF FACE OF COLUMN OR WALL

NOTES:-

REFER TO CAR SPACE AREA SCHEDULES FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN

ALL CAR SPACE ANGLES ARE RIGHT ANGLES

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

**BASEMENT 2 FLOOR PLAN**

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
L	LIFT (CP)
MB	MOTORBIKE SPACE (CP)
R	RAMP (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

Surveyor:  
MICHAEL J. DARK  
Date: 08/09/2020  
Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092

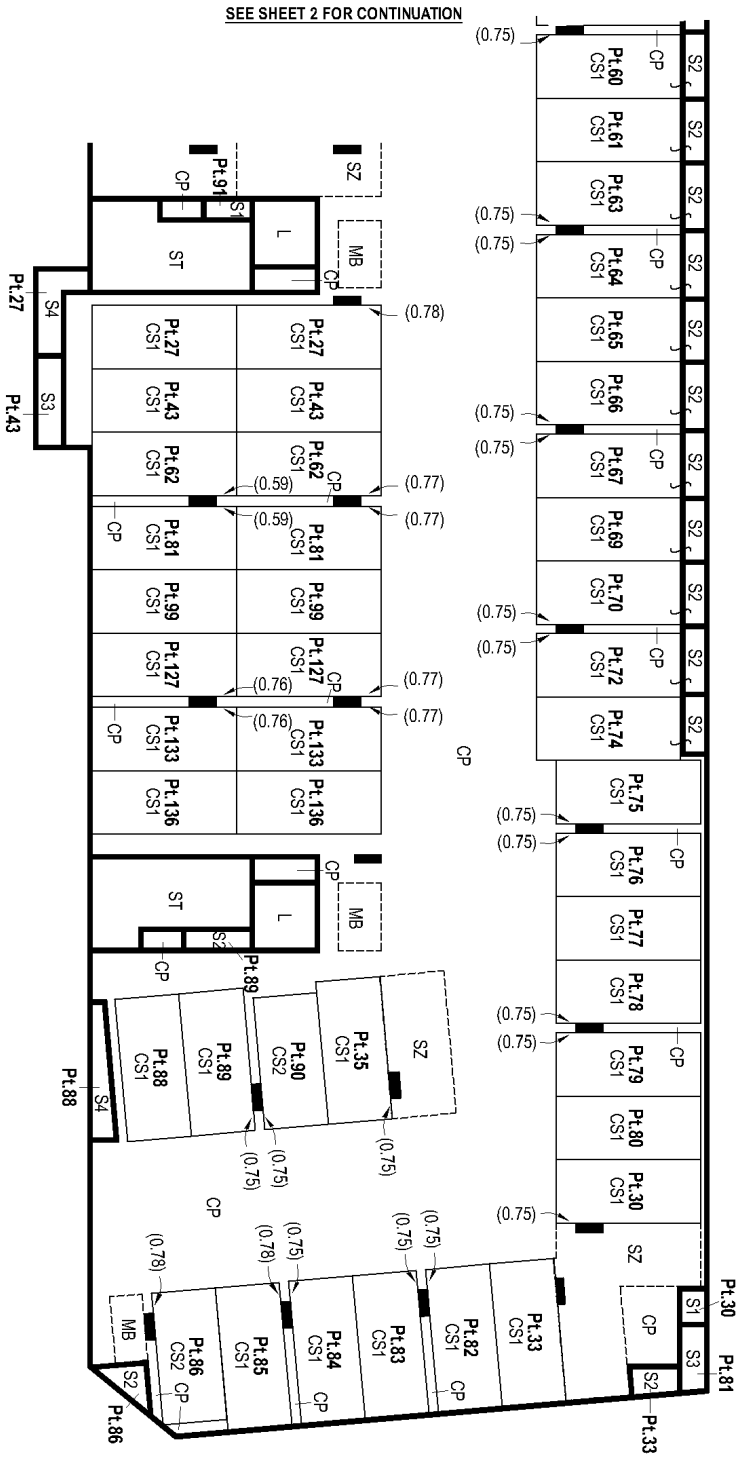
L G A: PENRITH  
Locality: PENRITH  
Reduction Ratio: 1:200  
Lengths are in metres.

REGISTERED  
9.10.2020

SP96468

Storage Schedule	
Tag	Area(m <sup>2</sup> )
S1	1
S2	2
S3	3
S4	4

Car Space Schedule		
Tag	Size	Area(m <sup>2</sup> )
CS1	2.4x5.4	13
CS2	2.4x5	12
UNLESS OTHERWISE SHOWN		



PROLONGATION OF FACE OF COLUMN OR WALL

NOTES:-

REFER TO CAR SPACE AREA SCHEDULES FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN  
ALL CAR SPACE ANGLES ARE RIGHT ANGLES  
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

BASEMENT 2 FLOOR PLAN

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
L	LIFT (CP)
MB	MOTORBIKE SPACE (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

Surveyor:

MICHAEL J. DARK

Date: 08/09/2020

Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092

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

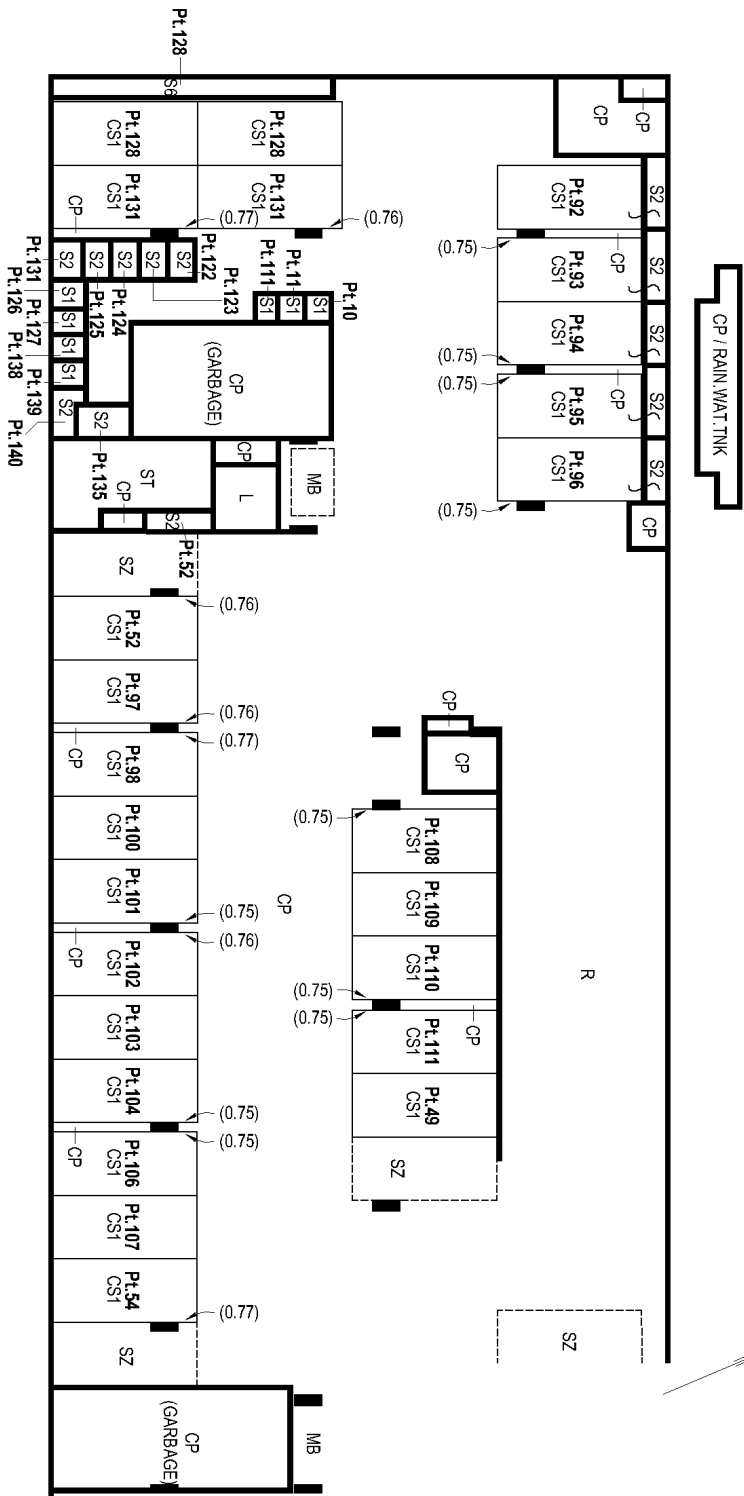
REGISTERED



9.10.2020

SP96468

Car Space Schedule			Storage Schedule	
Tag	Size	Area(m <sup>2</sup> )	Tag	Area(m <sup>2</sup> )
CS1	2.4x5.4	13	S1	1
UNLESS OTHERWISE SHOWN			S2	2
			S6	6



SEE SHEET 5 FOR CONTINUATION

— PROLONGATION OF FACE OF COLUMN OR WALL

**NOTES:-**

REFER TO CAR SPACE AREA SCHEDULES FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN

ALL CAR SPACE ANGLES ARE RIGHT ANGLES

ANY SERVICE LINE WITHIN ONE LOT SERVING 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

**BASEMENT 1 FLOOR PLAN**

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
L	LIFT (CP)
MB	MOTORBIKE SPACE (CP)
R	RAMP (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

Surveyor:  
**MICHAEL J. DARK**  
Date: 08/09/2020  
Surveyor's Ref: 7490

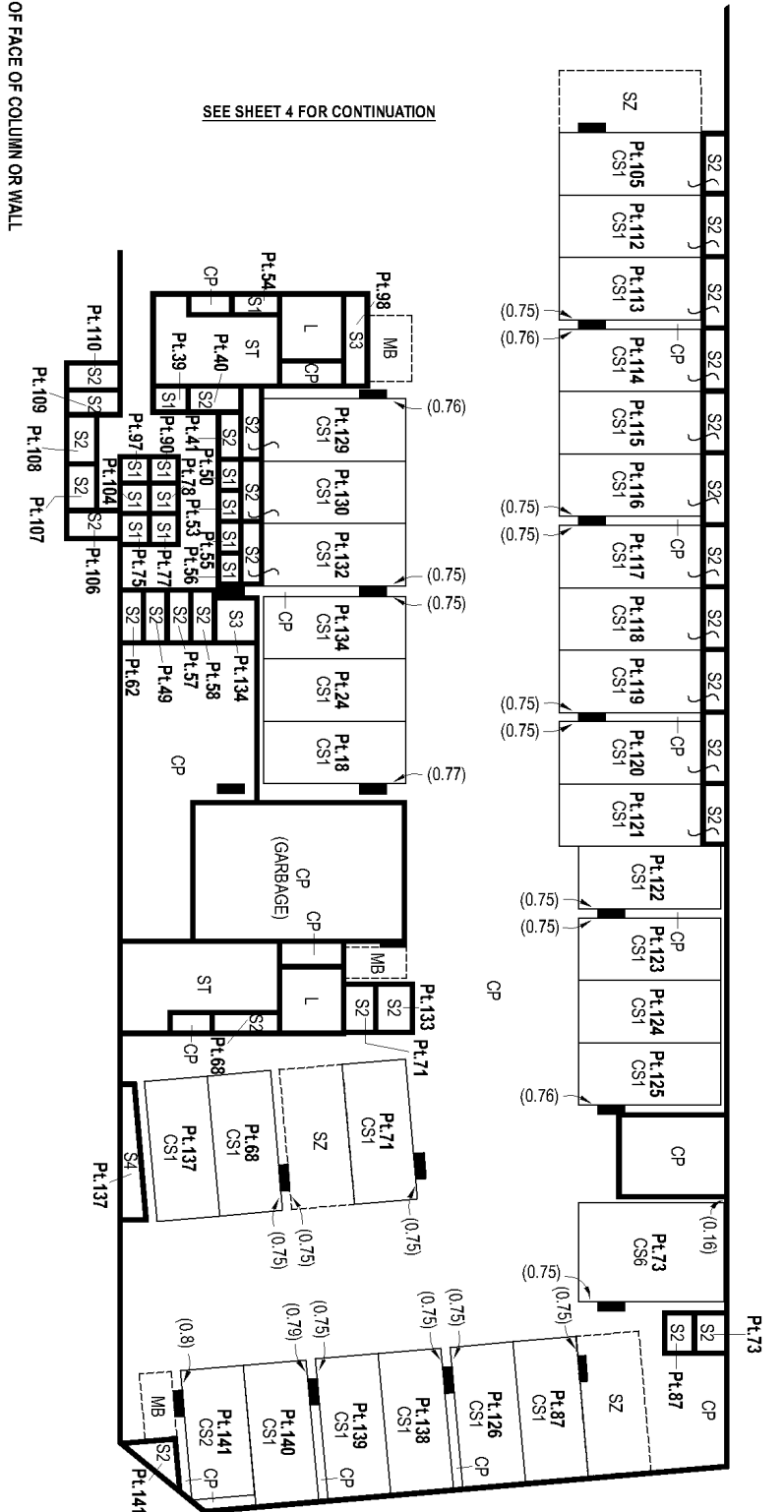
**PLAN OF SUBDIVISION OF LOT 210 IN DP1205092**

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

REGISTERED  
  
9.10.2020

**SP96468**

Storage Schedule			Car Space Schedule		
Tag	Area(m²)		Tag	Size	Area(m²)
S1	1		CS1	2.4x5.4	13
S2	2		CS2	2.4x5	12
S3	3		CS6	3.8x5.545	21
S4	4		UNLESS OTHERWISE SHOWN		



PROLONGATION OF FACE OF COLUMN OR WALL

NOTES:-

REFER TO CAR SPACE AREA SCHEDULES FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN  
ALL CAR SPACE ANGLES ARE RIGHT ANGLES  
ANY SERVICE LINE WITHIN ONE LOT SERVING 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

**BASEMENT 1 FLOOR PLAN**

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
L	LIFT (CP)
MB	MOTORBIKE SPACE (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

Surveyor:

MICHAEL J. DARK

Date: 08/09/2020

Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092

L G A: PENRITH

Locality: PENRITH

Reduction Ratio: 1:200

Lengths are in metres.

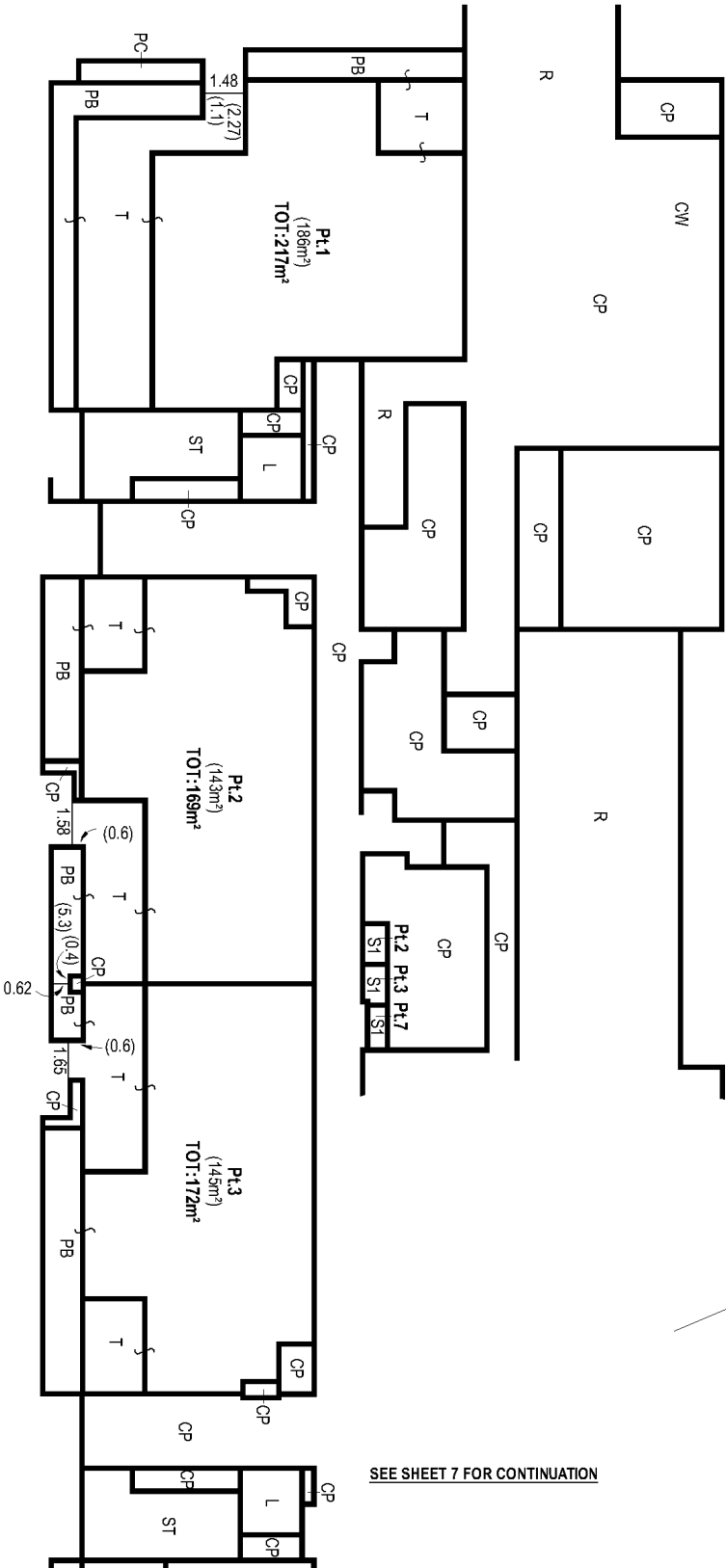
REGISTERED



9.10.2020

**SP96468**

Storage Schedule	
Tag	Area(m²)
S1	1



NOTES:-

THE STRATUM OF EACH TERRACE AND PLANTER IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE 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

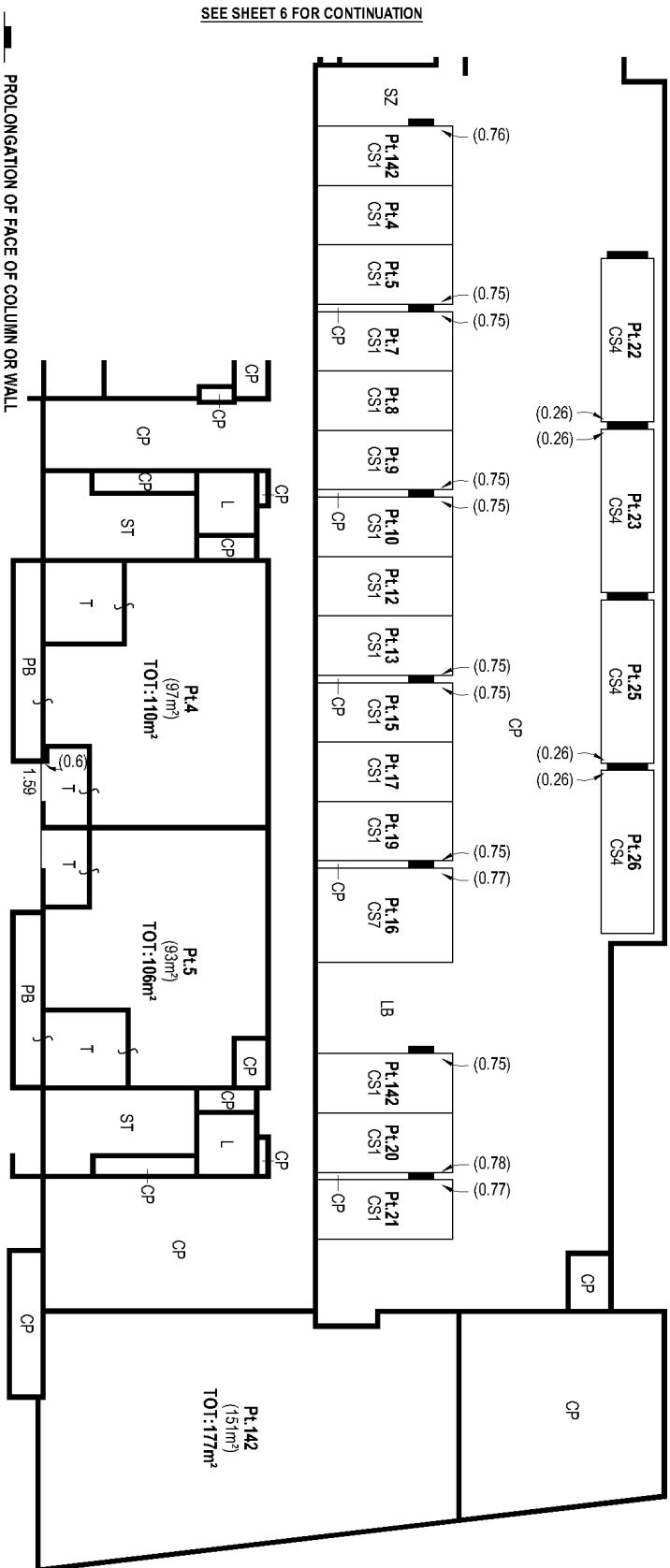
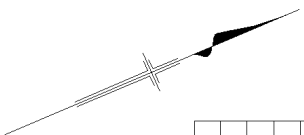
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

GROUND FLOOR PLAN

CP	COMMON PROPERTY
S#	STORAGE (SEE SCHEDULE)
CW	CAR WASH BAY (CP)
L	LIFT (CP)
PB	PLANTER (CP)
R	RAMP (CP)
ST	STAIRS (CP)
T	TERRACE

Surveyor: <b>MICHAEL J. DARK</b> Date: 08/09/2020 Surveyor's Ref: 7490	<b>PLAN OF SUBDIVISION OF LOT 210 IN DP1205092</b>	L.G.A.: PENRITH Locality: PENRITH Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  9.10.2020	<b>SP96468</b>
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Car Space Schedule		
Tag	Size	Area(m <sup>2</sup> )
CS1	2.4X5.4	13
CS4	2.1X6.6	14
CS7	3.8X5.4	21
UNLESS OTHERWISE SHOWN		



SEE SHEET 6 FOR CONTINUATION

NOTES:-

THE STRATUM OF EACH TERRACE AND PLANTER IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
REFER TO CAR SPACE AREA SCHEDULES FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN  
ALL CAR SPACE ANGLES ARE RIGHT ANGLES  
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

GROUND FLOOR PLAN

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
L	LIFT (CP)
LB	LOADING BAY (CP)
PB	PLANTER
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
T	TERRACE

Surveyor:

MICHAEL J. DARK

Date: 08/09/2020

Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092

L G A: PENRITH

Locality: PENRITH

Reduction Ratio: 1:200

Lengths are in metres.

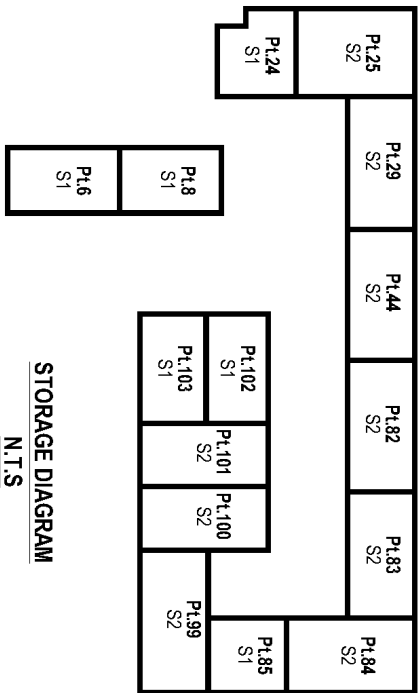
REGISTERED



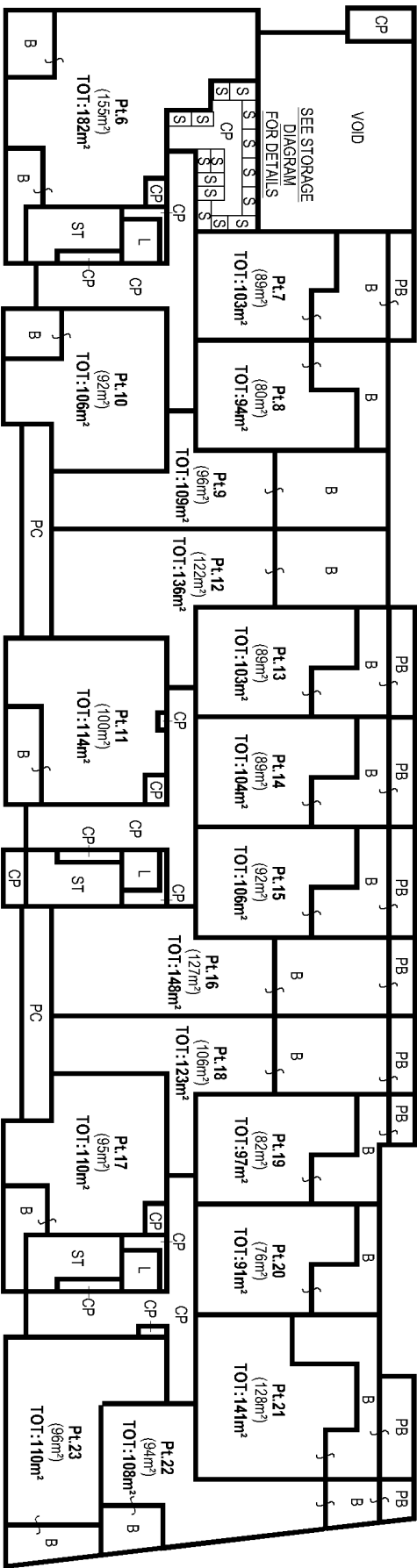
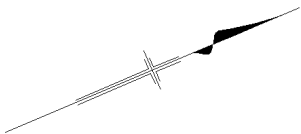
9.10.2020

SP96468

Storage Schedule	
Tag	Area(m <sup>2</sup> )
S1	1
S2	2



**STORAGE DIAGRAM**  
**N.T.S**



**NOTES:-**

THE LIMIT OF THE STRATUM OF EACH BALCONY AND PLANTER 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 1 FLOOR PLAN

CP	COMMON PROPERTY
S#	STORAGE (SEE SCHEDULE)
B	BALCONY
L	LIFT (CP)
PB	PLANTER
PC	PLANTER (CP)
S	STORAGE
ST	STAIRS (CP)

## Surveyors

MICHAEL J. DARK

Date: 08/09/2020

Surveyor's Ref: 7490

**PLAN OF SUBDIVISION OF LOT 210 IN DP1205092**

**LGA: PENRITH**

**Locality: PENRITH**

Reduction Ratio: 1:300

**Lengths are in metres.**

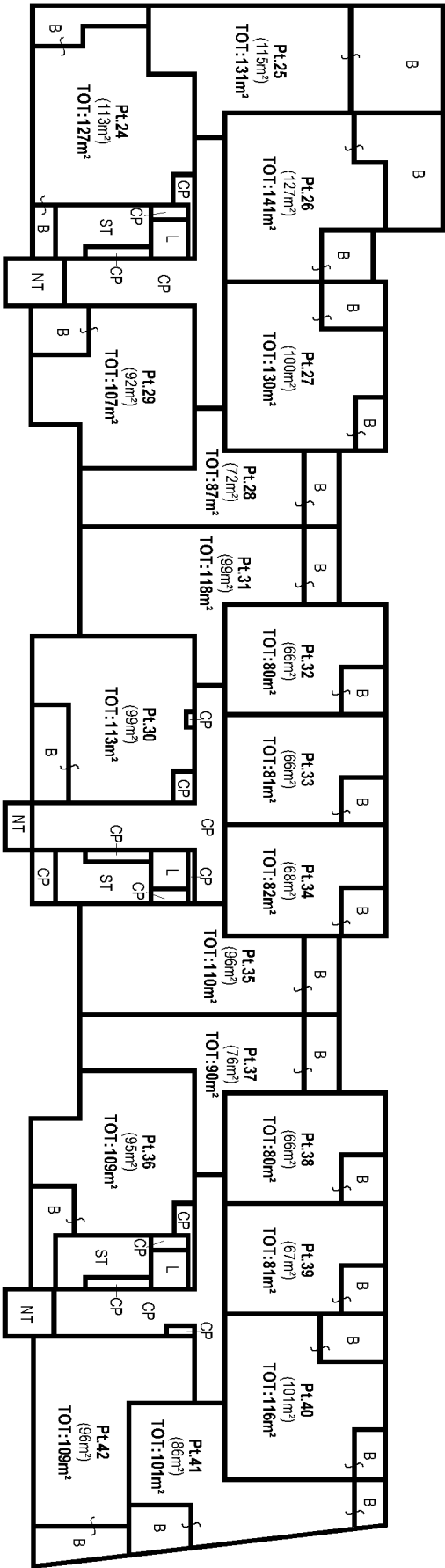
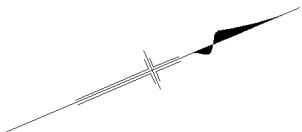
**REGISTERED**

9.10.2020



**SP96468**





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

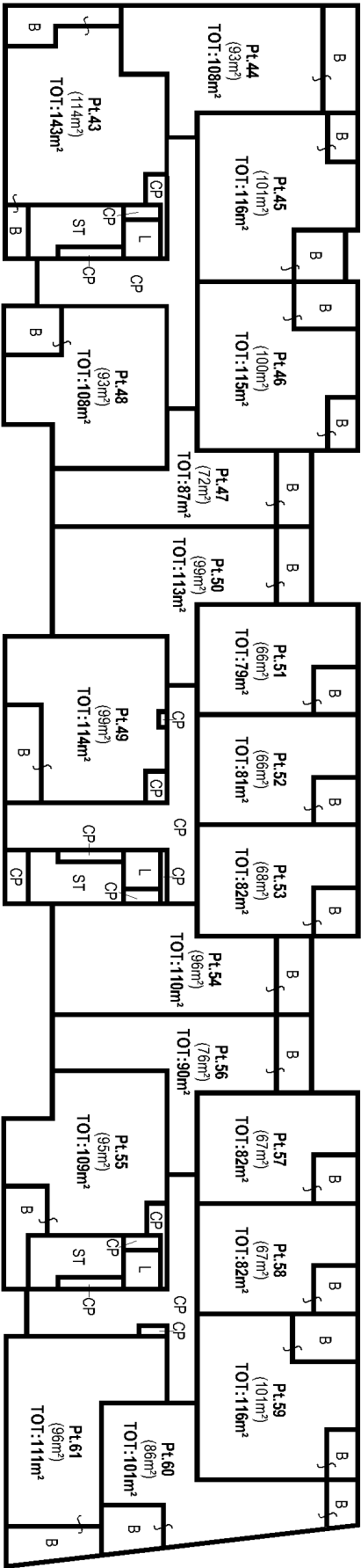
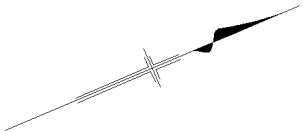
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 2 FLOOR PLAN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON - TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: <b>MICHAEL J. DARK</b> Date: 08/09/2020 Surveyor's Ref: 7490	<b>PLAN OF SUBDIVISION OF LOT 210 IN DP1205092</b>	L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:300 Lengths are in metres.	 <b>REGISTERED</b> 9.10.2020	<b>SP96468</b>
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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 SERVING ANY OTHER LOT IS COMMON PROPERTY

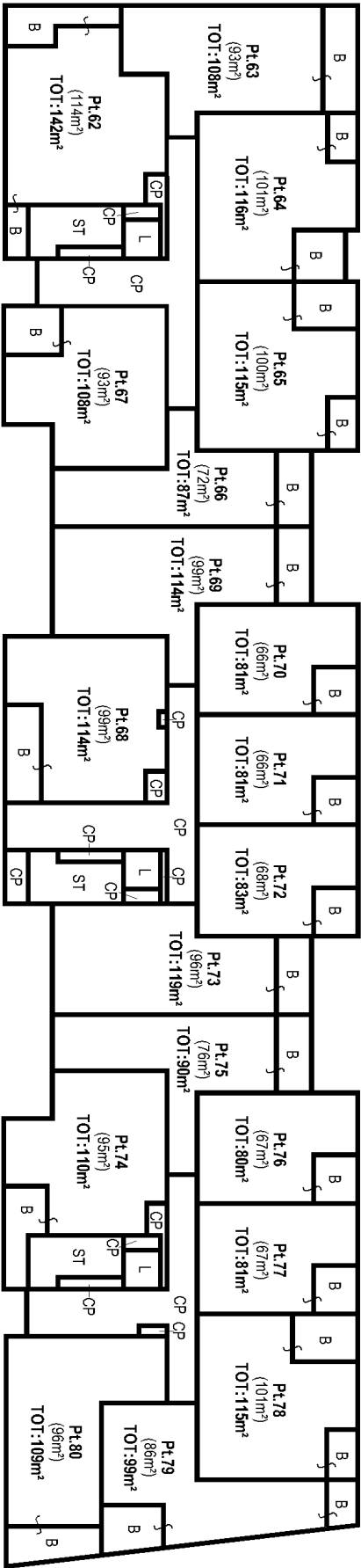
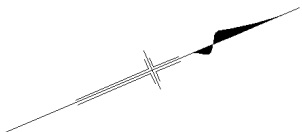
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 3 FLOOR PLAN

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

Surveyor: <b>MICHAEL J. DARK</b> Date: 08/09/2020 Surveyor's Ref: 7490	<b>PLAN OF SUBDIVISION OF LOT 210 IN DP1205092</b>	L.G.A: PENRITH Locality: PENRITH Reduction Ratio: 1:300 Lengths are in metres.	 <b>REGISTERED</b> 9.10.2020	<b>SP96468</b>
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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 SERVING ANY OTHER LOT IS COMMON PROPERTY

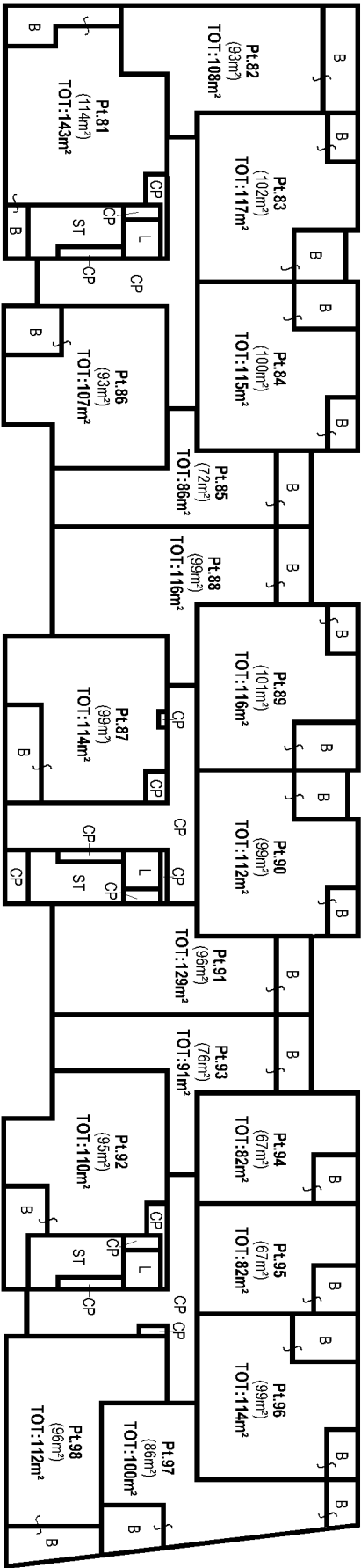
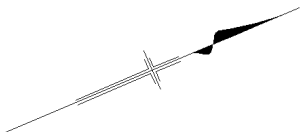
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 4 FLOOR PLAN

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

Surveyor: <b>MICHAEL J. DARK</b> Date: 08/09/2020 Surveyor's Ref: 7490	<b>PLAN OF SUBDIVISION OF LOT 210 IN DP1205092</b>	L.G.A.: PENRITH Locality: PENRITH Reduction Ratio: 1:300 Lengths are in metres.	 <b>REGISTERED</b> 9.10.2020	<b>SP96468</b>
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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

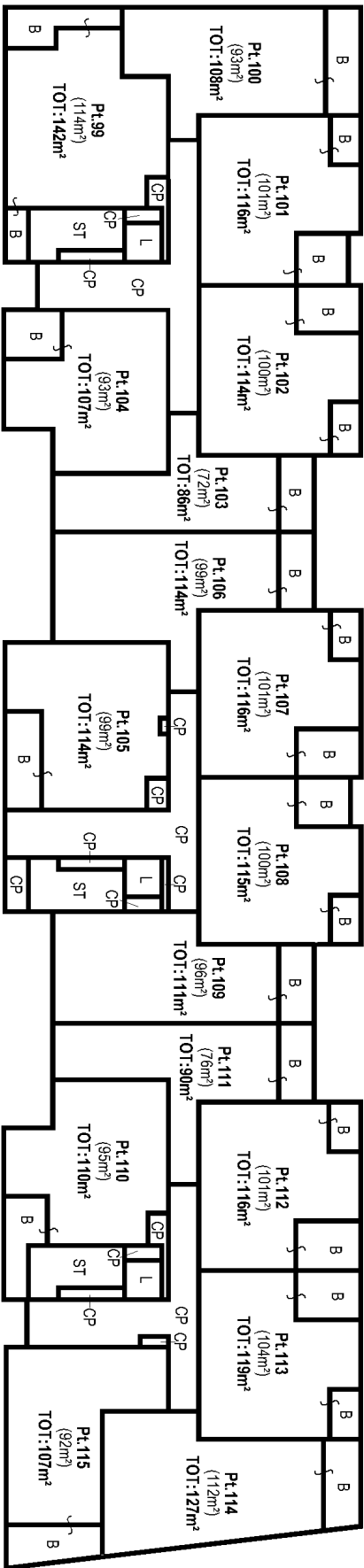
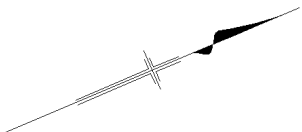
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 5 FLOOR PLAN

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

Surveyor: <b>MICHAEL J. DARK</b> Date: 08/09/2020 Surveyor's Ref: 7490	<b>PLAN OF SUBDIVISION OF LOT 210 IN DP1205092</b>	L.G.A.: <b>PENRITH</b> Locality: <b>PENRITH</b> Reduction Ratio: 1:300 Lengths are in metres.	 <b>REGISTERED</b> 9.10.2020	<b>SP96468</b>
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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 SERVING ANY OTHER LOT IS COMMON PROPERTY

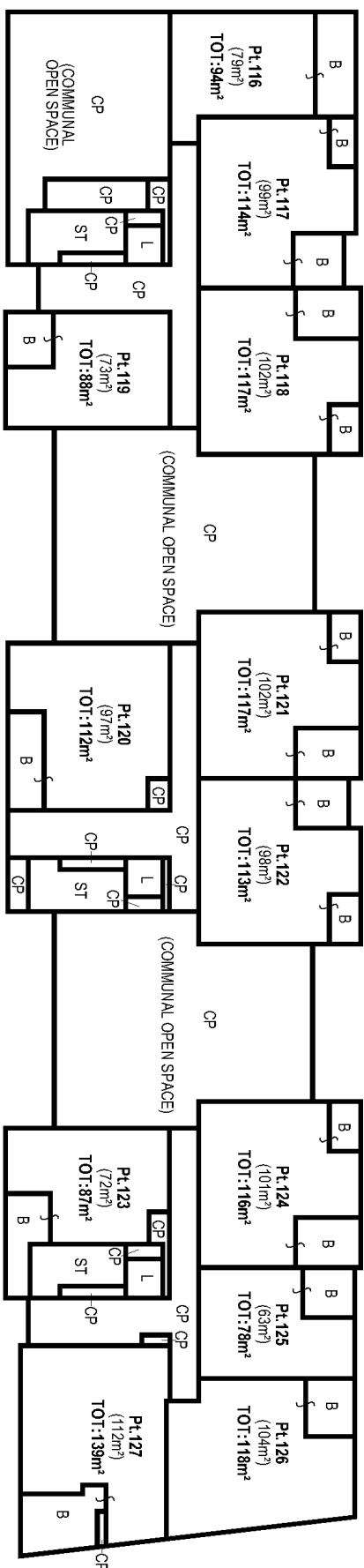
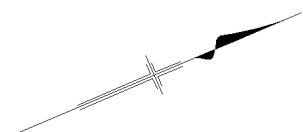
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 6 FLOOR PLAN

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

Surveyor: <b>MICHAEL J. DARK</b> Date: 08/09/2020 Surveyor's Ref: 7490	<b>PLAN OF SUBDIVISION OF LOT 210 IN DP1205092</b>	L.G.A.: <b>PENRITH</b> Locality: <b>PENRITH</b> Reduction Ratio: 1:300 Lengths are in metres.	 <b>REGISTERED</b> 9.10.2020	<b>SP96468</b>
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**NOTES:-**

THE LIMIT OF THE STRATIUM 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 SERVING 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 7 FLOOR PLAN

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

**Surveyor:**

MICHAEL J. DARK

Date: 08/09/2020

**Surveyor's Ref: 7490**

# PLAN OF SUBDIVISION OF LOT 210 IN DP1205092

**LGA: PENRITH**

**Locality: PENRITH**

Reduction Ratio: 1:300

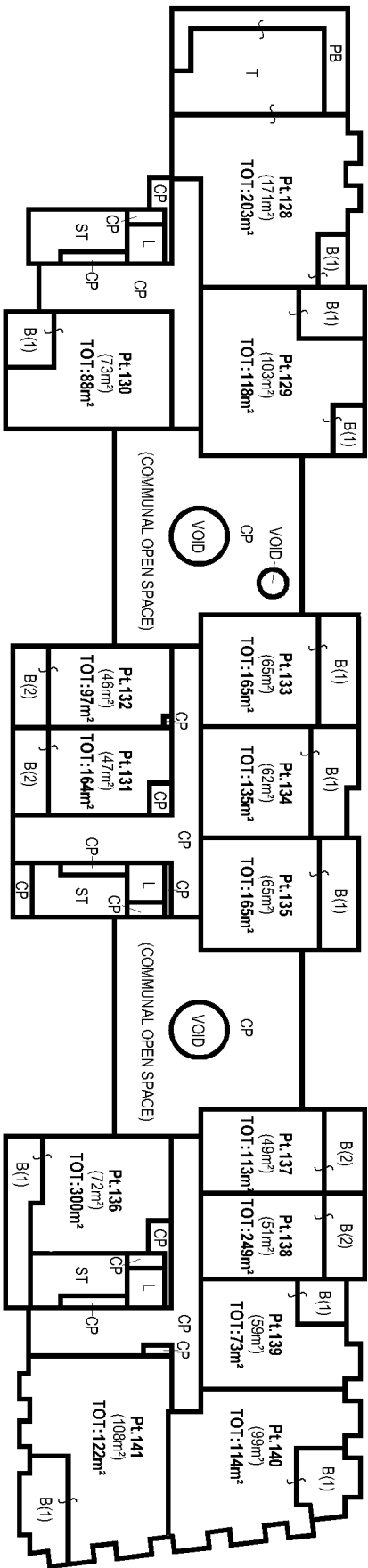
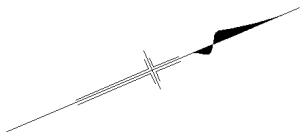
Lengths are in metres.

**REGISTERED**



9.10.2020

**SP96468**



NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY (1), TERRACE AND PLANTER IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE LIMIT OF THE STRATUM OF EACH BALCONY (2) IS 4.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRUCTURE OF ALL PERGOLAS IS COMMON PROPERTY


ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

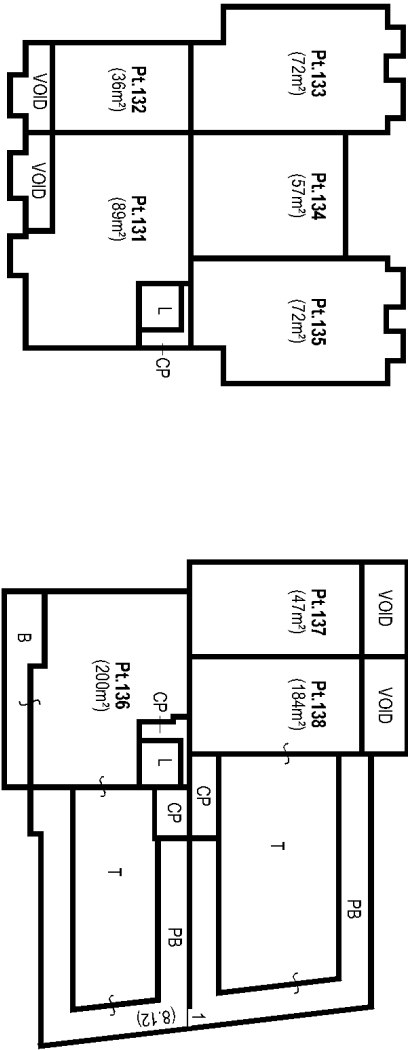
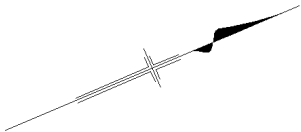
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 8 FLOOR PLAN

B(1)	BALCONY 1
B(2)	BALCONY 2
CP	COMMON PROPERTY
L	LIFT (CP)
PB	PLANTER
ST	STAIRS (CP)
T	TERRACE

Surveyor: <b>MICHAEL J. DARK</b> Date: 08/09/2020 Surveyor's Ref: 7490	<b>PLAN OF SUBDIVISION OF LOT 210 IN DP1205092</b>	L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED  9.10.2020	<b>SP96468</b>
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THE LIMIT OF THE STRATUM OF EACH BALCONY, TERRACE AND PLANTER IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRUCTURE OF ALL PERGOLAS IS COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVING 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 9 FLOOR PLAN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
PB	PLANTER
T	TERRACE

Surveyor: MICHAEL J. DARK Date: 08/09/2020 Surveyor's Ref: 7490	PLAN OF SUBDIVISION OF LOT 210 IN DP1205092	L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 9.10.2020	SP96468
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 9 sheets	
Office Use Only			Office Use Only		
Registered:  9.10.2020			<h1>SP96468</h1>		
<b>PLAN OF SUBDIVISION OF LOT 210 IN DP 1205092</b>			LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND		
This is a freehold Strata Scheme					
Address for Service of Documents  26 Lord Sheffield Circuit, Penrith NSW 2750  Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:</del> <del>Keeping of animals: Option *A/*B</del> <del>Smoke penetration: Option *A/*B</del> <del>(see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.		
<b>Surveyor's Certificate</b>  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 <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del>			<b>Strata Certificate (Registered Certifier)</b>  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> . <del>*(a) This plan is part of a development scheme.</del> *(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. <del>*(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.</del>		
Signature:  Date: 08/09/2020 Surveyor ID: 8949 Surveyor's Reference: 7490 ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Certificate Reference: 16092 Relevant Planning Approval No.: Cbc 16091 issued by: ANDREW SYMONDS Signature:  Date: 21 September 2020 ^ Insert lot numbers of proposed utility lots.		

<b>SP FORM 3.07 (2019)</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 9 sheets
<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <div>           Registered:  <b>9.10.2020</b> </div>		<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <div style="font-size: 2em; font-weight: bold;">SP96468</div>

### VALUER'S CERTIFICATE

I, \* JARROD WALTER MORGAN of msa-property

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: ASSOCIATE

Membership number: 69875

certify that the unit entitlements shown in the schedule herewith were apportioned on 9/9/2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015


Signature:  Date 17/9/2020

\* Full name, valuer company name or company address

### SCHEDULE OF UNIT ENTITLEMENT

LOT No	UE	LOT No	UE	LOT No	UE	LOT No	UE
1	98	19	55	37	55	55	71
2	91	20	55	38	56	56	58
3	91	21	71	39	56	57	58
4	64	22	65	40	71	58	57
5	64	23	68	41	63	59	71
6	114	24	84	42	68	60	67
7	55	25	72	43	87	61	71
8	55	26	72	44	68	62	88
9	56	27	71	45	73	63	68
10	70	28	57	46	72	64	74
11	70	29	70	47	58	65	72
12	71	30	70	48	71	66	59
13	55	31	70	49	71	67	71
14	55	32	56	50	71	68	71
15	55	33	57	51	57	69	72
16	71	34	56	52	57	70	58
17	70	35	70	53	57	71	58
18	55	36	70	54	71	72	58

Surveyor's Reference: 7490

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 9 sheets
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>Office Use Only</p> <p>Registered:  9.10.2020</p> </div> <div style="text-align: center; font-size: 2em; font-weight: bold;">SP96468</div> <div style="text-align: center;"> <p>Office Use Only</p> </div> </div>		


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*

**PROPOSED SCHEDULE OF UNIT ENTITLEMENT CONTINUED**

LOT No	UE	LOT No	UE	LOT No	UE
73	72	99	90	125	59
74	71	100	69	126	78
75	59	101	72	127	87
76	58	102	72	128	95
77	58	103	60	129	76
78	71	104	72	130	61
79	68	105	72	131	104
80	70	106	75	132	66
81	89	107	75	133	102
82	69	108	76	134	85
83	75	109	74	135	102
84	75	110	72	136	114
85	60	111	60	137	72
86	71	112	76	138	85
87	71	113	75	139	59
88	71	114	75	140	72
89	71	115	70	141	79
90	74	116	64	142	119
91	73	117	75	TOTAL	10,000
92	73	118	76		
93	60	119	60		
94	58	120	75		
95	58	121	76		
96	72	122	72		
97	68	123	60		
98	71	124	73		

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 9 sheets			
<div style="text-align: right; padding-right: 20px;">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;"> <div style="font-size: 1.2em; margin-bottom: 5px;">9.10.2020</div> <div style="font-size: 2.5em; font-weight: bold; margin-top: 10px;">SP96468</div> </div> </div>		<div style="text-align: left; padding-left: 20px;">Office Use Only</div>			
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li> <li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li> </ul>					
LOT No.	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP	-	26	Lord Sheffield	Circuit	Penrith
1	G01	26C	Lord Sheffield	Circuit	Penrith
2	G02	26C	Lord Sheffield	Circuit	Penrith
3	G03	26B	Lord Sheffield	Circuit	Penrith
4	G04	26B	Lord Sheffield	Circuit	Penrith
5	G05	26A	Lord Sheffield	Circuit	Penrith
6	101	26C	Lord Sheffield	Circuit	Penrith
7	102	26C	Lord Sheffield	Circuit	Penrith
8	103	26C	Lord Sheffield	Circuit	Penrith
9	104	26C	Lord Sheffield	Circuit	Penrith
10	105	26C	Lord Sheffield	Circuit	Penrith
11	106	26B	Lord Sheffield	Circuit	Penrith
12	107	26B	Lord Sheffield	Circuit	Penrith
13	108	26B	Lord Sheffield	Circuit	Penrith
14	109	26B	Lord Sheffield	Circuit	Penrith
15	110	26B	Lord Sheffield	Circuit	Penrith
16	111	26B	Lord Sheffield	Circuit	Penrith
17	112	26A	Lord Sheffield	Circuit	Penrith
18	113	26A	Lord Sheffield	Circuit	Penrith
19	114	26A	Lord Sheffield	Circuit	Penrith
20	115	26A	Lord Sheffield	Circuit	Penrith
21	116	26A	Lord Sheffield	Circuit	Penrith
22	117	26A	Lord Sheffield	Circuit	Penrith
23	118	26A	Lord Sheffield	Circuit	Penrith
24	201	26C	Lord Sheffield	Circuit	Penrith
25	202	26C	Lord Sheffield	Circuit	Penrith
26	203	26C	Lord Sheffield	Circuit	Penrith
27	204	26C	Lord Sheffield	Circuit	Penrith
28	205	26C	Lord Sheffield	Circuit	Penrith
29	206	26C	Lord Sheffield	Circuit	Penrith
30	207	26B	Lord Sheffield	Circuit	Penrith
31	208	26B	Lord Sheffield	Circuit	Penrith
32	209	26B	Lord Sheffield	Circuit	Penrith
Surveyor's Reference: 7490					

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 5 of 9 sheets																																																																																																																																																																																																												
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<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:12%;">LOT No.</th> <th style="width:12%;">Sub-Address Number</th> <th style="width:12%;">Address Number</th> <th style="width:18%;">Road Name</th> <th style="width:12%;">Road Type</th> <th style="width:34%;">Locality Name</th> </tr> </thead> <tbody> <tr><td>33</td><td>210</td><td>26B</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>34</td><td>211</td><td>26B</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>35</td><td>212</td><td>26B</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>36</td><td>213</td><td>26A</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>37</td><td>214</td><td>26A</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>38</td><td>215</td><td>26A</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> 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Sheffield	Circuit	Penrith	38	215	26A	Lord Sheffield	Circuit	Penrith	39	216	26A	Lord Sheffield	Circuit	Penrith	40	217	26A	Lord Sheffield	Circuit	Penrith	41	218	26A	Lord Sheffield	Circuit	Penrith	42	219	26A	Lord Sheffield	Circuit	Penrith	43	301	26C	Lord Sheffield	Circuit	Penrith	44	302	26C	Lord Sheffield	Circuit	Penrith	45	303	26C	Lord Sheffield	Circuit	Penrith	46	304	26C	Lord Sheffield	Circuit	Penrith	47	305	26C	Lord Sheffield	Circuit	Penrith	48	306	26C	Lord Sheffield	Circuit	Penrith	49	307	26B	Lord Sheffield	Circuit	Penrith	50	308	26B	Lord Sheffield	Circuit	Penrith	51	309	26B	Lord Sheffield	Circuit	Penrith	52	310	26B	Lord Sheffield	Circuit	Penrith	53	311	26B	Lord Sheffield	Circuit	Penrith	54	312	26B	Lord Sheffield	Circuit	Penrith	55	313	26A	Lord Sheffield	Circuit	Penrith	56	314	26A	Lord Sheffield	Circuit	Penrith	57	315	26A	Lord Sheffield	Circuit	Penrith	58	316	26A	Lord Sheffield	Circuit	Penrith	59	317	26A	Lord Sheffield	Circuit	Penrith	60	318	26A	Lord 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Surveyor's Reference: 7490																																																																																																																																																																																																														


SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 6 of 9 sheets
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>Office Use Only</p> <p>Registered:  9.10.2020</p> </div> <div style="text-align: center; font-size: 2em; font-weight: bold;">SP96468</div> <div style="text-align: center;"> <p>Office Use Only</p> </div> </div>		

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
66	405	26C	Lord Sheffield	Circuit	Penrith
67	406	26C	Lord Sheffield	Circuit	Penrith
68	407	26B	Lord Sheffield	Circuit	Penrith
69	408	26B	Lord Sheffield	Circuit	Penrith
70	409	26B	Lord Sheffield	Circuit	Penrith
71	410	26B	Lord Sheffield	Circuit	Penrith
72	411	26B	Lord Sheffield	Circuit	Penrith
73	412	26B	Lord Sheffield	Circuit	Penrith
74	413	26A	Lord Sheffield	Circuit	Penrith
75	414	26A	Lord Sheffield	Circuit	Penrith
76	415	26A	Lord Sheffield	Circuit	Penrith
77	416	26A	Lord Sheffield	Circuit	Penrith
78	417	26A	Lord Sheffield	Circuit	Penrith
79	418	26A	Lord Sheffield	Circuit	Penrith
80	419	26A	Lord Sheffield	Circuit	Penrith
81	501	26C	Lord Sheffield	Circuit	Penrith
82	502	26C	Lord Sheffield	Circuit	Penrith
83	503	26C	Lord Sheffield	Circuit	Penrith
84	504	26C	Lord Sheffield	Circuit	Penrith
85	505	26C	Lord Sheffield	Circuit	Penrith
86	506	26C	Lord Sheffield	Circuit	Penrith
87	507	26B	Lord Sheffield	Circuit	Penrith
88	508	26B	Lord Sheffield	Circuit	Penrith
89	509	26B	Lord Sheffield	Circuit	Penrith
90	510	26B	Lord Sheffield	Circuit	Penrith
91	511	26B	Lord Sheffield	Circuit	Penrith
92	512	26A	Lord Sheffield	Circuit	Penrith
93	513	26A	Lord Sheffield	Circuit	Penrith
94	514	26A	Lord Sheffield	Circuit	Penrith
95	515	26A	Lord Sheffield	Circuit	Penrith
96	516	26A	Lord Sheffield	Circuit	Penrith
97	517	26A	Lord Sheffield	Circuit	Penrith
98	518	26A	Lord Sheffield	Circuit	Penrith

Surveyor's Reference: 7490


SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 7 of 9 sheets
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>Registered: 9.10.2020</p> </div> <div style="text-align: center; font-size: 2em; font-weight: bold;">SP96468</div> </div>		Office Use Only

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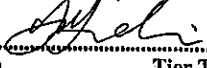
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LOT No.	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
99	601	26C	Lord Sheffield	Circuit	Penrith
100	602	26C	Lord Sheffield	Circuit	Penrith
101	603	26C	Lord Sheffield	Circuit	Penrith
102	604	26C	Lord Sheffield	Circuit	Penrith
103	605	26C	Lord Sheffield	Circuit	Penrith
104	606	26C	Lord Sheffield	Circuit	Penrith
105	607	26B	Lord Sheffield	Circuit	Penrith
106	608	26B	Lord Sheffield	Circuit	Penrith
107	609	26B	Lord Sheffield	Circuit	Penrith
108	610	26B	Lord Sheffield	Circuit	Penrith
109	611	26B	Lord Sheffield	Circuit	Penrith
110	612	26A	Lord Sheffield	Circuit	Penrith
111	613	26A	Lord Sheffield	Circuit	Penrith
112	614	26A	Lord Sheffield	Circuit	Penrith
113	615	26A	Lord Sheffield	Circuit	Penrith
114	616	26A	Lord Sheffield	Circuit	Penrith
115	617	26A	Lord Sheffield	Circuit	Penrith
116	701	26C	Lord Sheffield	Circuit	Penrith
117	702	26C	Lord Sheffield	Circuit	Penrith
118	703	26C	Lord Sheffield	Circuit	Penrith
119	704	26C	Lord Sheffield	Circuit	Penrith
120	705	26B	Lord Sheffield	Circuit	Penrith
121	706	26B	Lord Sheffield	Circuit	Penrith
122	707	26B	Lord Sheffield	Circuit	Penrith
123	708	26A	Lord Sheffield	Circuit	Penrith
124	709	26A	Lord Sheffield	Circuit	Penrith
125	710	26A	Lord Sheffield	Circuit	Penrith
126	711	26A	Lord Sheffield	Circuit	Penrith
127	712	26A	Lord Sheffield	Circuit	Penrith
128	801	26C	Lord Sheffield	Circuit	Penrith
129	802	26C	Lord Sheffield	Circuit	Penrith
130	803	26C	Lord Sheffield	Circuit	Penrith
131	804	26B	Lord Sheffield	Circuit	Penrith

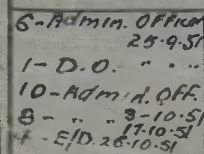
Surveyor's Reference: 7490

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 8 of 9 sheets																																																																								
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<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:15%;">LOT No.</th> <th style="width:15%;">Sub-Address Number</th> <th style="width:15%;">Address Number</th> <th style="width:20%;">Road Name</th> <th style="width:15%;">Road Type</th> <th style="width:20%;">Locality Name</th> </tr> </thead> <tbody> <tr><td>132</td><td>805</td><td>26B</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>133</td><td>806</td><td>26B</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>134</td><td>807</td><td>26B</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>135</td><td>808</td><td>26B</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>136</td><td>809</td><td>26A</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>137</td><td>810</td><td>26A</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>138</td><td>811</td><td>26A</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>139</td><td>812</td><td>26A</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>140</td><td>813</td><td>26A</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>141</td><td>814</td><td>26A</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> <tr><td>142</td><td>Shop 1</td><td>26A</td><td>Lord Sheffield</td><td>Circuit</td><td>Penrith</td></tr> </tbody> </table>			LOT No.	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	132	805	26B	Lord Sheffield	Circuit	Penrith	133	806	26B	Lord Sheffield	Circuit	Penrith	134	807	26B	Lord Sheffield	Circuit	Penrith	135	808	26B	Lord Sheffield	Circuit	Penrith	136	809	26A	Lord Sheffield	Circuit	Penrith	137	810	26A	Lord Sheffield	Circuit	Penrith	138	811	26A	Lord Sheffield	Circuit	Penrith	139	812	26A	Lord Sheffield	Circuit	Penrith	140	813	26A	Lord Sheffield	Circuit	Penrith	141	814	26A	Lord Sheffield	Circuit	Penrith	142	Shop 1	26A	Lord Sheffield	Circuit	Penrith
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Surveyor's Reference: 7490																																																																										



SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 9 of 9 sheets
Office Use Only		Office Use Only
Registered:  9.10.2020	<b>SP96468</b>	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>		
<p>EXECUTED by ) Urban Apartments Pty Ltd ) ACN 096 925 423 ) in accordance with s127 of ) the Corporations Act 2001 )</p> <p style="text-align: center;"> <b>Farah Elias</b> Sole Director/Secretary</p> <p style="text-align: center;"><u>Consent of Mortgagee</u></p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"><p>Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee</p><p>SIGNED by <u>DEWIS DUNDONIC</u> as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332</p><p> (Signature) Tier Three Attorney</p><p>By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.</p><p>I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.</p><p>Signature of witness: <u>Natolie Dundonic</u></p><p>Name of witness: <u>NATALIE DUNDONIC</u></p><p>Address of witness: <b>Level 3, 275 Kent St Sydney NSW 2000</b></p><p>S117RP Act requires that you must have known the signatory for more than 12 months or have sighted indentifying documentation.</p></div>		
Surveyor's Reference: 7490		





E3450A

Acting Collector General

SITES & BOUNDARIES  
PLAN OF ACQUISITION  
FROM COMMONWEALTH.

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

P. 145



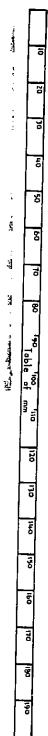
CONVERSION TABLE ADDED IN  
DEPARTMENT OF LANDS

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



PLAN FORM 1

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

DP 583998

OFFICE USE ONLY

Council Clerk's Certificate

I hereby certify that -  
(a) the requirements of the Land Management Act, 1979 (other than the requirements for the registration of plans), and  
(b) the requirements of section 348 of the Local Government Act, 1924, as amended, (Planning, Survey, and Drainage Act, 1938, and the provisions of the Local Government Act, 1924, as amended, relating to the registration of plans) have been complied with by the applicant in relation to the proposed "new road", "subdivision" or "consolidation" of the land shown in the plan.  
Subdivision No. ....  
Date: .....  
(Signature) ..... Council Clerk

Surveyor's Certificate

I, NELLO ANTHONY PESAMENDO, of the AUST SURVEY OFFICE, SYDNEY, a surveyor registered under the Survey Act, 1924, as amended, do hereby certify that the survey registered in this plan was made by me or by a person acting under my authority and that the plan is a true and correct copy of the survey made by me or by a person acting under my authority in accordance with the Survey Act, 1924, as amended, and was completed on the 9th JUNE 1976.  
Signed: Nello Anthony Pesamendo  
Surveyor General and District Surveyor, Sydney  
District Lines of Authority: A-6  
Strike out either (1) or (2). (1) First date of survey.  
(2) District date of survey.

PLAN OF PROPOSED EASEMENT FOR STORMWATER DRAINAGE  
10 WIDE AND VARIABLE THROUGH LOT 8 D.P. 237089

City: PENRITH  
Locality: PENRITH

Parish: CASTLENEAGH  
County: CUMBERLAND  
Reduction Ratio 1: 2000  
Lengths are in metres

D.P. 583998

Registered: 11-6-1976

Title System: TORENS

Purpose: EASEMENT

Ref. Map: PENRITH SH. 58

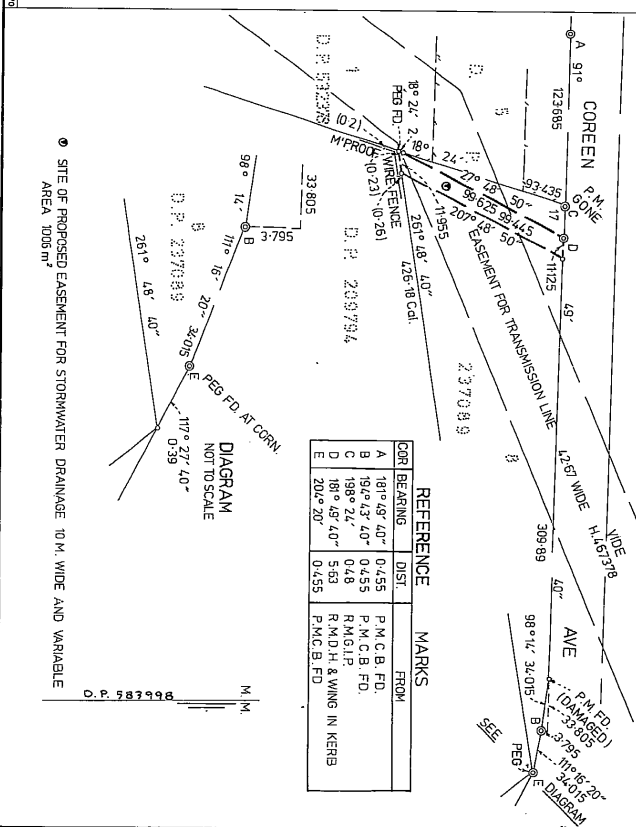
Last Plan: D.P. 237089

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

"This part of certificate to be deleted where the applicant is not a person entitled to register a plan under the provisions of the Survey Act, 1924, as amended, relating to the registration of plans." Delete if inapplicable.

SIGNED for and on behalf of THE COMMON-WEALTH OF AUSTRALIA by the Surveyor-General, New South Wales, in the presence of -  
an officer of the Attorney-General's Department.

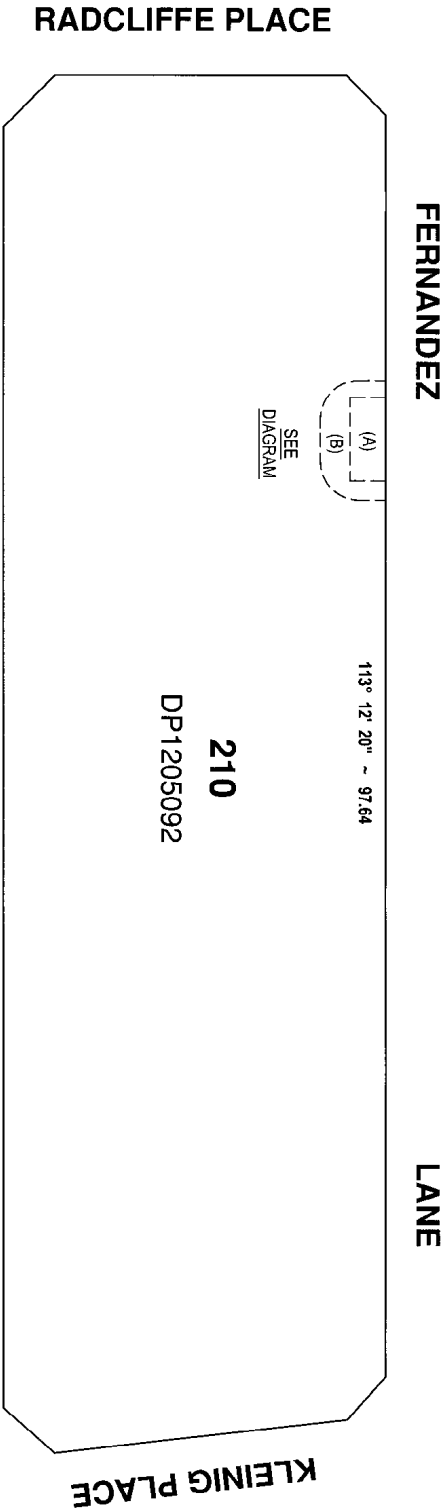
SURVEYOR'S REFERENCE



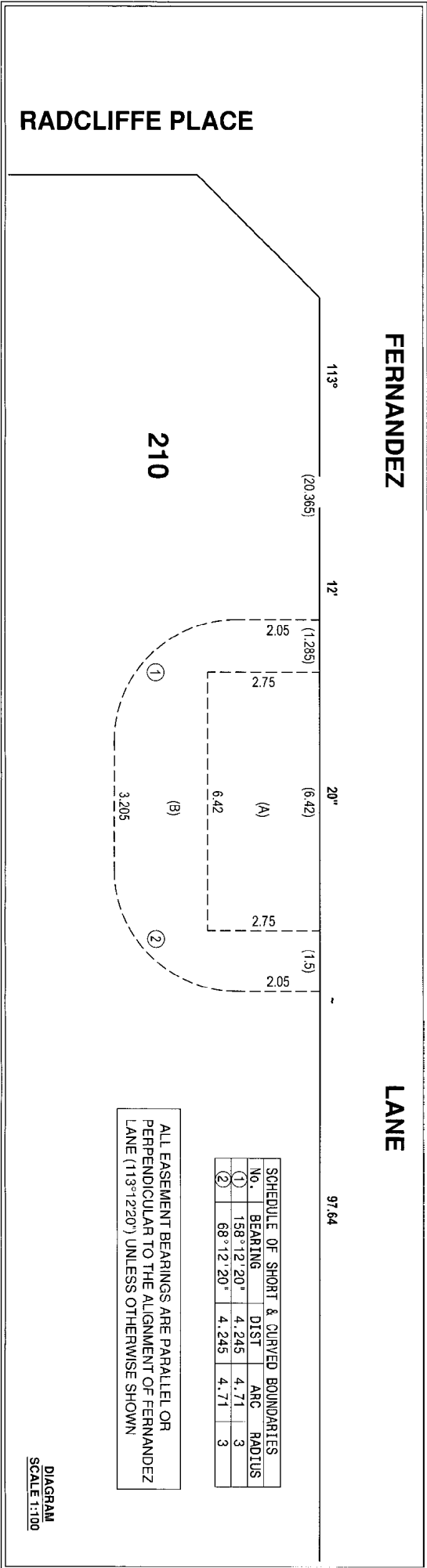
Plan Drawing only to appear in this space Neg. No. 17481 N.S.W.

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.

Signature of Jack Hayward Watson



(A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE  
(B) RESTRICTION ON THE USE OF LAND



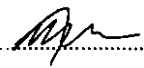


SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	DIST	ARC	RADIUS
(1)	158°12'20"	4.245	4.71	3
(2)	68°12'20"	4.245	4.71	3

ALL EASEMENT BEARINGS ARE PARALLEL OR PERPENDICULAR TO THE ALIGNMENT OF FERNANDEZ LANE (113°12'20") UNLESS OTHERWISE SHOWN

DIAGRAM  
SCALE 1:100

SURVEYOR Name: MICHAEL DARK Date: 03/07/2020 Reference: 7490-1	PLAN OF EASEMENT OVER LOT 210 IN DP 1205092	L.G.A.: PENRITH Locality: PENRITH Reduction Ratio 1:400 Lengths are in metres	Registered 11/09/2020	DP1265597 P
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PLAN FORM 6 (2019)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  11/09/2020 Title System: TORRENS		Office Use Only  <b>DP1265597 S</b>	
<b>PLAN OF EASEMENT OVER LOT 210 IN DP 1205092</b>		LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND	
<b>Survey Certificate</b> I, MICHAEL DARK of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: <del>*(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 ....., or</del> <del>*(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</del> *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: ..... Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 03/07/2020 Surveyor Identification No: 8949 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *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.		<b>Crown Lands NSW/Western Lands Office Approval</b> 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: .....	
		<b>Subdivision Certificate</b> I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 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 number: ..... File number: .....  *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP1205092		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 7490-1		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  11/09/2020

Office Use Only

DP1265597

PLAN OF EASEMENT OVER LOT 210 IN DP  
1205092

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.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
210/1205092	26	Lord Sheffield	Circuit	Penrith

PURSUANT TO SECTION 88B OF CONVEYANCING ACT 1919 IT IS INTENDED

TO CREATE:

1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (A)
2. RESTRICTION ON THE USE OF LAND (B)

EXECUTED by )  
Urban Apartments Pty Ltd )  
ACN 096 925 423 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
**Farah Elias**  
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7490-1

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



11/09/2020

Office Use Only

DP1265597

PLAN OF EASEMENT OVER LOT 210 IN DP  
1205092

Subdivision Certificate number: .....

Date of Endorsement: .....

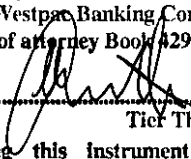
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- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of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

Consent of mortgagee

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

SIGNED by **GRAHAME SMITH** 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: DENIS DUVDOVIC

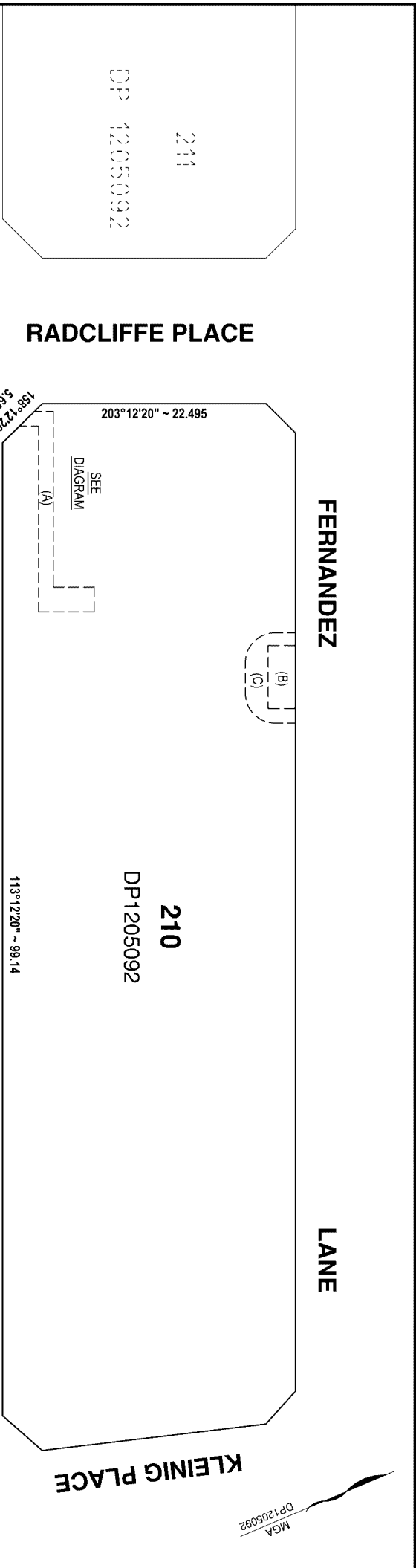
Address of witness: Level 3, 275 Kent St  
Sydney NSW 2000

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

If space is insufficient use additional annexure sheet



Surveyor's Reference: 7490-1





SURVEYOR Name: MICHAEL DARK Date: 03/07/2020 Reference: 7490-2		PLAN OF EASEMENT OVER LOT 210 IN DP 1205092		L G A: PENRITH Locality: PENRITH Reduction Ratio 1:400 Lengths are in metres		Registered 2/10/2020		DP1265598	
---	--	---	--	---	--	-------------------------	--	-----------	--

ePlan

PLAN FORM 6 (2019)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  2/10/2020 Title System: TORRENS		Office Use Only <div style="font-size: 2em; font-weight: bold; text-align: center;">DP1265598</div>	
<b>PLAN OF EASEMENT OVER LOT 210 IN DP 1205092</b>		LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND	
<b>Survey Certificate</b> I, MICHAEL DARK of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: <del>*(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 ....., OF</del> <del>*(b) The part of the land shown in the plan (*being/*excluding ** ....., OF</del> <del>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</del> *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: ..... Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 03/07/2020 Surveyor Identification No: 8949 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *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.		<b>Crown Lands NSW/Western Lands Office Approval</b> 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: .....	
		<b>Subdivision Certificate</b> I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 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 number: ..... File number: .....  *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP1205092		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 7490-2		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

ePlan

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



2/10/2020

Office Use Only

Office Use Only

PLAN OF EASEMENT OVER LOT 210 IN DP  
1205092

DP1265598

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.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
210/1205092	26	Lord Sheffield	Circuit	Penrith

PURSUANT TO SECTION 88B OF CONVEYANCING ACT 1919 IT IS INTENDED

TO CREATE:

1. EASEMENT FOR ELECTRICITY PURPOSES 1.5 WIDE ~~1.5~~ & **VARIABLE (A)**

EXECUTED by

Urban Apartments Pty Ltd

ACN 096 925 423

in accordance with s127 of

the Corporations Act 2001

)

)

)

)

)

Farah Elias

Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7490-2

ePlan

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



2/10/2020

Office Use Only

Office Use Only

PLAN OF EASEMENT OVER LOT 210 IN DP  
1205092

DP1265598

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.

Consent of mortgagee

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

SIGNED by DENIS DUMDOVEC  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

(Signature) [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: [Signature]

Name of witness: Richard Boudier

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.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7490-2



R.P. 13. No. J 38042-

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900) Exempt from Stamp Duty

Assistant Commissioner of Stamp Duties

THE COMMONWEALTH OF AUSTRALIA

Fees:—  
Lodgment  
Endorsement  
Certificate

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in an instrument should not be in any margin. Handwritten notes should be clear and legible and in permanent black non-copying ink.

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

Full postal address of transferee must be shown.

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

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

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

Strike out if unnecessary, or suitably adjust

(a) If any covenants are to be created or any exceptions to be made.

(b) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1953.

A very short note will suffice.

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

Repeat attestation if necessary.

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

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

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

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES

15 Castlereagh Street, Sydney

(herein called transferor)

(herein called transferee)

do hereby transfer to the said transferee

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

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

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

ENCUMBRANCES, &c., REFERRED TO.

NIL

Signed at SYDNEY the third day of November 1938.

Signed in my presence by the transferor for and on behalf of the Commonwealth of Australia by ~~JOSEPH FORB~~ ~~Administrative Officer pursuant to a resolution dated 21st May, 1953 and I hereby certify this transfer to be correct who is personally known to me~~ ~~Acting Solicitor-General for Transferor.~~

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

Accepted for and on behalf of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES by me ~~JOSEPH FORB~~ ~~Administrative Officer pursuant to a resolution dated 21st May, 1953 and I hereby certify this transfer to be correct who is personally known to me~~ ~~for the purposes of the Real Property Act and I further certify that the said resolution has not been revoked or varied in any way.~~ ~~Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act, Commercial Manager and Secretary.~~ ~~Administrative Officer~~ ~~Transferor(s).~~

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

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

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

J. 38042

LODGED BY

*Electricity Comr.*

No. **H-113999**

CONSENT OF MORTGAGEE!

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

I,

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

mortgagee under Mortgage No.

*(Ref: 4/1/62. B0223 Ed 257)*

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

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

who is personally known to me.

Mortgages.

### MEMORANDUM AS TO NON-REVOCACTION 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
	<i>Reserving easement.</i>
	<i>Excepting 16/10/1962 and</i>
	<i>reserving certain rights</i>
Checked by	Particulars entered in Register Book.
<i>JDM</i>	Volume <i>6620</i> Folio <i>94</i>
Passed (in S.D.B.) by	
<i>11.11.62</i>	the <i>11<sup>th</sup></i> day of <i>August</i> 19 <i>62</i>
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. No.
2	5	Receiving Clerk.
3	6	

### EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident—

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

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

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

### PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records	<i>TR</i>	<i>8/1/62</i>
Draft written ...	<i>TR</i>	<i>3/7</i>
Draft examined ...	<i>AT</i>	<i>9/8/62</i>
Diagram prepared	<i>TR</i>	<i>13/8/62</i>
Diagram examined	<i>TR</i>	<i>10/9/62</i>
Draft forwarded	<i>TR</i>	<i>10/9/62</i>
Supt. of Engravers	<i>JPM</i>	<i>5/9/62</i>
Cancellation Clerk		
Vol. <b>8398</b> Fol. <b>122</b>		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.




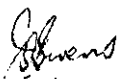
J 38042

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 11th day of November 1958.

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

  
Acting Solicitor General

B



76 AUG 10 PM 6 AM 11 83  
NEW SOUTH WALES  
REGISTRAR GENERAL  
NEW SOUTH WALES  
OFFICE USE ONLY  
P 850417  
A 18  
paid on Ck 408 of 7-11-76

# MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

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

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

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

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

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

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

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

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

In consideration of One thousand five hundred dollars

(\$ 1,500.00)

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

(the receipt whereof is hereby acknowledged), paid to the transferor by<sup>(d)</sup>  
**THE COMMONWEALTH OF AUSTRALIA** and assigns hereby transfers to

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

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

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

in the land described in the following schedule

(f) Insert lot and plan number, section 327 and 327AA Local Government Act, 1919.

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

K 1105

BT 437-3

RULE UP ALL BLANKS

(a) Here insert any easements, restrictive covenants or exceptions intended to be included. Easements and restrictive covenants must comply with section 38 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 12 inches and other margins of not less than 4 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

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

AND IT IS HEREBY AGREED AND DECLARED

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

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

*[Handwritten signature]*

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



1976

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

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

THE COMMON SEAL of M.J. DAVIS INDUSTRIAL

Signature of witness

PTY. LTD. was affixed hereto by authority

Name of witness (BLOCK LETTERS)

of the Board of Directors and in the

Qualification of witness

in presence of:-

*[Signature]*  
Secretary

Director

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

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

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

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

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

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

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

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

Signature of witness

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

Name of witness (BLOCK LETTERS)

*[Signature]*  
Address of witness

An Officer of the Attorney General's Department.

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

*[Signature]*  
Transferee

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

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

who is personally known to me

*[Signature]*

Justice of the Peace

CUSTOM CREDIT CORPORATION LIMITED BY ITS ATTORNEY

*[Signature]*

ASSISTANT BRANCH MANAGER - EDGECLIFF

INDEX 1977

P 850417 W

\$18-6

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

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

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

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

M.P.D.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**



(Sheet 1 of 6 sheets)

**DP1265597 B**

Plan of Easement over Lot 210 in DP 1205092

Full name and address of the  
owner of the land:

Urban Apartments Pty Ltd  
Level 10, 11-15 Deane Street  
Burwood NSW 2134

**PART 1**

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Padmount Substation 2.75 Wide (A)	210/1205092	Epsilon Distribution Ministerial Holding Corporation
2	Restriction on the Use of Land (B)	210/1205092	Epsilon Distribution Ministerial Holding Corporation

Farah Elias

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 2 of 6 sheets)

Plan: **DP1265597**

Plan of Easement over Lot 210 in DP 1205092

**PART 2**

**1. Terms of Easement numbered 1 in the plan**

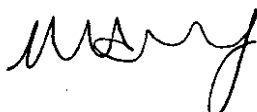
**1.1** Definitions

- 1.1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 1.1.2 **Electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 1.1.3 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

**1.2** Epsilon Distribution Ministerial Holding Corporation may:

- 1.2.1 install electrical equipment within the easement site,
- 1.2.2 excavate the easement site to install the electrical equipment.
- 1.2.3 use the electrical equipment for the transmission of electricity,
- 1.2.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 1.2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 1.2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

**1.3** In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.



  
.....  
Farah Elias

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 3 of 6 sheets)

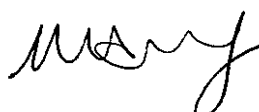
Plan: **DP1265597**

Plan of Easement over Lot 210 in DP 1205092

**PART 2**

- 1.4 The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
- 1.4.1 install or permit to be installed any services or structure within the easement site, or
  - 1.4.2 alter the surface level of the easement site, or
  - 1.4.3 do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.
- 1.5 Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 1.6 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 1.6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
  - 1.6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority having the power to release vary or modify the terms of Easement numbered 1 in the plan is **Epsilon Distribution Ministerial Holding Corporation**



Farah Elias

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 4 of 6 sheets)

Plan: **DP1265597**

Plan of Easement over Lot 210 in DP 1205092

**PART 2**

**2. Terms of Restriction on the Use of Land numbered 2 in the plan**

**2.1** Definitions:

- 2.1.1** **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 2.1.2** **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 2.1.3** **erect** includes construct, install, build and maintain.
- 2.1.4** **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

**2.2** No building shall be erected or permitted to remain within the restriction site unless:

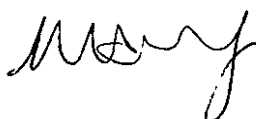
- 2.2.1** the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2.2** the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.2.3** the owner provides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

**2.3** The fire ratings mentioned in clause 2.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

**2.4** Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- 2.4.1** Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 2.4.2** The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 2 in the plan is **Epsilon Distribution Ministerial Holding Corporation**

  
Farah Elias



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 5 of 6 sheets)

Plan: **DP1265597**

Plan of Easement over Lot 210 in DP 1205092

**PART 2**

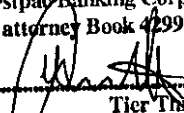
EXECUTED by )  
Urban Apartments Pty Ltd )  
ACN 096 925 423 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
**Farah Elias**  
Sole Director/Secretary

**Consent of Mortgagee**


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

SIGNED by **GRAHAME SMITH** 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 **DENIS DUNDOVIC**  
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.



  
**Farah Elias**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 6 of 6 sheets)

Plan of Easement over Lot 210 in DP 1205092

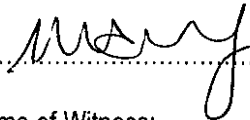
**DP1265597**

**PART 2**

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

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

Signature of Witness:

.....  



Name of Witness:

.....  
Michelle Allamy

Address of Witness:

c/-Endeavour Energy  
51 Huntington Drive  
Huntington NSW 2148

Signature of attorney:

.....  


Name and Position of attorney:

Simon Lawton  
Strategic Property Manager

Power of Attorney:

Book 4768 No 870

Signing on behalf of:

Endeavour Energy Network Asset  
Partnership ABN 30 586 412 717

Endeavour Energy reference:

.....  
UML9137

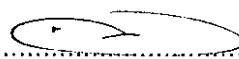
Date of Signature:

.....  
17 July 2020

REGISTERED



11/09/2020

.....  


Farah Elias



Form: 13PC  
Release: 3-1

**POSITIVE COVENANT**  
New South Wales  
Section 88E(3) Conveyancing Act 1919

**AQ416159P**

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

(A) <b>TORRENS TITLE</b>	210/1205092								
(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any <i>Urban Apartments P/L Level 10, 11-15 Deane St, Burwood (02) 9744 3333 Reference: <u>a.caruso@urbanpropertygroup.com.au</u></i>	CODE <b>PC</b>						
(C) <b>REGISTERED PROPRIETOR</b>	Of the above land URBAN APARTMENTS PTY LTD ACN 096 925 423								
(D) <b>LESSEE MORTGAGEE or CHARGE</b>	Of the above land agreeing to be bound by this positive covenant <table border="1"><thead><tr><th>Nature of Interest</th><th>Number of Instrument</th><th>Name</th></tr></thead><tbody><tr><td>Mortgage</td><td>AP698554</td><td>WESTPAC BANKING CORPORATION</td></tr></tbody></table>			Nature of Interest	Number of Instrument	Name	Mortgage	AP698554	WESTPAC BANKING CORPORATION
Nature of Interest	Number of Instrument	Name							
Mortgage	AP698554	WESTPAC BANKING CORPORATION							
(E) <b>PRESCRIBED AUTHORITY</b>	Within the meaning of section 88E(1) of the Conveyancing Act 1919 PENRITH CITY COUNCIL								

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

DATE 17 September 2020

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

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

Signature of witness: *Abby Younan*  
Name of witness: **Abby Younan**  
Address of witness: **C/- 601 High Street Penrith**

Signature of authorised officer:

Name of authorised officer: **Gavin Cherry**

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

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

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

Company: **Urban Apartments Pty Ltd**  
Authority: **section 127 of the Corporations Act 2001**

Electronic signatures affixed by officers, or at their direction, on  
**Thursday, 17 September 2020**

Signature of authorised person: *[Signature]*  
Name of authorised person: **Farah Elias**  
Office held: **Sole Director/Secretary**

Signature of authorised person:

Name of authorised person:  
Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AP698554, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *Natalie Dunbar*  
Name of witness: **NATALIE DUNBAR**  
Address of witness: **275 KENT ST, SYDNEY 2000**

Signature of mortgagee: *[Signature]*

POSITIVE COVENANT AFFECTING LOT 210 IN DP 1205092  
26 LORD SHEFFIELD CIRCUIT, PENRITH

Consent of Mortgagee

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

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

[Signature]  
(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: [Signature]

Name of witness: NATALIE DUNDON

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.

APPROVED BY PENRITH CITY COUNCIL

[Signature]  
General Manager / Authorised Officer

ANNEXURE "A"  
POSITIVE COVENANT AFFECTING LOT 210 IN DP 1205092  
26 LORD SHEFFIELD CIRCUIT, PENRITH

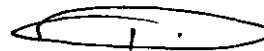
**Terms of positive covenant**

1. The registered proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the pumps, grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers or any other structures of and incidental to the basement pump-out system within the land so burdened to the satisfaction of Penrith City Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.
2. Where the registered proprietor of the burdened lots fails to comply with any written request of the Penrith City Council referred to in (1) above the registered proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.
3. Full and free right for the Penrith City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any pumps, grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers or any other structure or alter surface levels to ensure the basement pump-out system within the land so burdened functions in accordance with the approved Construction Certificate (Council Reference: DA 19/0237).

Name of Authority having the power to release, vary or modify the positive covenant is **Penrith City Council**.


EXECUTED by  
Urban Apartments Pty Ltd  
ACN 096 925 423  
in accordance with s127 of  
the Corporations Act 2001

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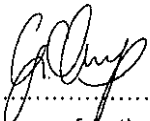
**Farah Elias**  
Sole Director/Secretary

APPROVED BY PENRITH CITY COUNCIL

  
General Manager / Authorised Officer

ANNEXURE "A"  
POSITIVE COVENANT AFFECTING LOT 210 IN DP 1205092  
26 LORD SHEFFIELD CIRCUIT, PENRITH

The Penrith City Council by its authorised  
officer pursuant to s.377 Local Government  
Act 1993

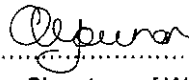


Signature of Authorised Officer

Gavin Cherry

Name of Authorised Officer

I certify that I am an eligible witness and that the  
delegate signed in my presence



Signature of Witness

Abby Younan

Name of Witness

Development Assessment Coordinator

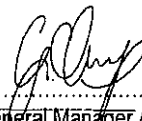
Position of Authorised Officer

C/- 601 High Street Penrith

Address of Witness

Electronic signatures affixed by officers, or at their direction, on Thursday, 17 September 2020

APPROVED BY PENRITH CITY COUNCIL



General Manager / Authorised Officer

Form: 13RPA  
 Release: 2.4  
[www.lpma.nsw.gov.au](http://www.lpma.nsw.gov.au)

# RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHOR

New South Wales

Section 88E(3) Conveyancing Act 1919



**AQ416160F**

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

(A) <b>TORRENS TITLE</b>	210/1205092		
(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any URBAN APARTMENTS PTY LTD LEVEL 10, 11-15 DEANE ST, BURWOOD NSW 2134 Reference: <u>a.caruso@urbanpropertygroup.com.au</u>	CODE  <b>RV</b>
(C) <b>REGISTERED PROPRIETOR</b>	Of the above land URBAN APARTMENTS PTY LTD ACN 096 925 423		
(D) <b>LESSEE MORTGAGEE or CHARGE</b>	Of the above land agreeing to be bound by this restriction		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AP698554	WESTPAC BANKING CORPORATION
(E) <b>PRESCRIBED AUTHORITY</b>	Within the meaning of section 88E(1) of the Conveyancing Act 1919 PENRITH CITY COUNCIL		

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.  
 DATE 17 September 2020

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

Signature of witness:   
 Name of witness: Abby Younan  
 Address of witness: C/- 601 High Street Penrith

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

Electronic signatures affixed by officers, or at their direction, on Thursday, 17 September 2020

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

Corporation: Urban Apartments Pty Ltd  
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:   
 Name of authorised person: Farah Elias  
 Office held: Sole Director/Secretary

Signature of authorised person:  
 Name of authorised person:  
 Office held:

(H) The mortgagee under mortgage No. AP698554 agrees to be bound by this restriction.  
 I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:   
 Name of witness: NATALIE DVORNOVIC  
 Address of witness: 275 KENT ST, SYDNEY 2000

Signature of mortgagee:

RESTRICTION ON THE USE OF LAND AFFECTING LOT 210 IN DP 1205092  
26 LORD SHEFFIELD CIRCUIT, PENRITH

Consent of Mortgagee

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

SIGNED by DENIS DUNDON.....BS  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

[Signature]  
(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: [Signature]

Name of witness: MATILIE DUNDON

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.

APPROVED BY PENRITH CITY COUNCIL

[Signature]  
-General Manager / Authorised Officer



ANNEXURE "A"  
RESTRICTION ON THE USE OF LAND AFFECTING LOT 210 IN DP 1205092  
26 LORD SHEFFIELD CIRCUIT, PENRITH

**Terms of Restriction on the Use of Land**

The registered proprietor of the lot burdened shall not:

- (a) Erect, construct or place any building or structure.
- (b) Make alterations to the pumps, surface levels, grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers or any other surface associated with the basement pump-out system,

Within the land so burdened without the prior written consent of Penrith City Council.


Name of Authority having the power to release, vary or modify the Restriction on the Use of Land is **Penrith City Council**.

EXECUTED by  
Urban Apartments Pty Ltd  
ACN 096 925 423  
in accordance with s127 of  
the Corporations Act 2001

)  
)  
)  
)  
)

  
.....  
**Farah Elias**  
Sole Director/Secretary

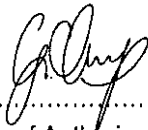
APPROVED BY PENRITH CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Electronic signature affixed by me, or at my direction, on Thursday, 17 September 2020  
Page 3 of 4

ANNEXURE "A"  
RESTRICTION ON THE USE OF LAND AFFECTING LOT 210 IN DP 1205092  
26 LORD SHEFFIELD CIRCUIT, PENRITH

The Penrith City Council by its authorised  
officer pursuant to s.377 Local Government  
Act 1993



Signature of Authorised Officer

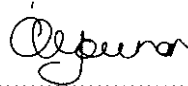
Gavin Cherry

Name of Authorised Officer

Development Assessment Coordinator

Position of Authorised Officer

I certify that I am an eligible witness and that the  
delegate signed in my presence



Signature of Witness

Abby Younan

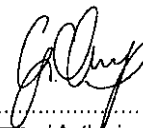
Name of Witness

C/- 601 High Street Penrith

Address of Witness

Electronic signatures affixed by officers, or at their direction, on Thursday, 17 September 2020

APPROVED BY PENRITH CITY COUNCIL



General Manager / Authorised Officer

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 2 sheets)

Plan: **DP1265598**

Plan of Easement over Lot 210 in DP 1205092

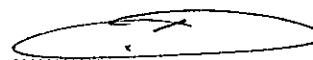
Full name and address of the  
owner of the land:

Urban Apartments Pty Ltd  
Level 10, 11-15 Deane Street  
Burwood NSW 2134

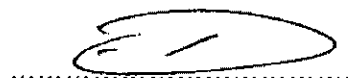
**PART 1**

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Electricity Purposes 1.5 Wide <del>(A)</del> + variable (A)	210/1205092	211/1205092

EXECUTED by )  
Urban Apartments Pty Ltd )  
ACN 096 925 423 )  
in accordance with s127 of )  
the Corporations Act 2001 )



**Farah Elias**  
Sole Director/Secretary



**Farah Elias**

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 2 of 2 sheets)

Plan: **DP1265598**

Plan of Easement over Lot 210 in DP 1205092

**PART 2**

**Consent of Mortgagee**

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

SIGNED by DENES DUNDOVIC.....RS  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

[Signature]  
.....RS  
(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: [Signature]

Name of witness: Richard Boudens

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 indentifying documentation.

[Signature]

Farah Elias

REGISTERED



2/10/2020

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/4078

Land Registry Document Identification

AR462427

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/SP96468	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP96468  
Other legal entity

Meeting Date

06/07/2021

Added by-law No.

Details Special By-law No.1

Amended by-law No.

Details N/A

Repealed 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

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. SP96468
Signer Name	SIMONE KASAD
Signer Organisation	SIMONE KASAD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	25/09/2021

Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

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

(A) **TORRENS TITLE**

For the common property  
CP/SP96468

(B) **LODGED BY**

Document Collection Box  <b>1W</b>	Name		<b>CODE</b>  <b>CH</b>	
	Company	Bylaws Assist		
	Address	PO Box: 8274, Baulkham Hills, NSW, 2153		
	E-mail	services@bylawsassist.com.au		Contact Number
	Customer Account Number	135632E	Reference	BLA/4078

- (C) The Owner-Strata Plan No. 96468 certify that a special resolution was passed on 6/7/2021
- (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 96468 which includes new Added Special By-law No.1 starting from Page 21 of 31 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1
- (G) The seal of The Owners-Strata Plan No. 96468 was affixed on 08/09/2021 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 96468

#### **Contents**

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
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10. Behaviour of invitees
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- Special By-law 1 – Lot 142 Works – Shop 1 Fit Out - Restaurant & Cafe

#### **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 building 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 their Lot or reduce the level of safety in the Lot or the Common Property.

**Common Property** means the common property created upon 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 Site.

**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 Urban Apartments Pty Limited ACN 096 925 423 or any nominee of Urban Apartments Pty Limited ACN 096 925 423 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.

**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.

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

## **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 Corporation 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 requirements.

#### **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 Occupier 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 waterproof 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 10kg (other than a dangerous dog as defined in the *Companion 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 and 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 an 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 substantiated 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 and 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 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 or 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 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 be used only 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 constitution 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 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 cause 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 an 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**

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.

**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 Prohibitions 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 and 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 41, 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) 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 and 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), and
  - (iii) 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 item 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 than 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 consent 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 with 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 may be accessed by other telecommunications 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 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 the those contained in paragraph 51.2 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 or Building. NBN Co may grant a sub-licence or transfer its licence to any other 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 any 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 Executive 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 11, 14, 16, 30, 33, 35, 49, 52, 54, 68, 71, 73, 87, 91 and 105.
- (b) Owners of Adaptable Lots are granted the special privilege to replace the door handle and locking mechanisms to the front door of their Lots for the purpose of enhancing accessibility of those Lots.
- (c) If an owner exercises the special privilege 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 to 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 Builder 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 provision 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.
- (g) The Owners Corporation must comply at all times with the provision of section 106(1) and (2) of the Act.

## 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 part is the preferred outcome.
- (b) The Owners Corporation and Owners further acknowledge that, pursuant to clause 6(d) of Schedule 1 to 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 consideration, 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; and
  - (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 Building 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

---

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.

## **56. Lot 143 – Permitted use and Common Property rights by-law**

### **56.1 Definitions**

In this by-law 56:

- (a) **LEP** means the *Penrith Local Environmental Plan 2010*.
- (b) **Zone** means the B2 Local Centre zone under the LEP.

### **56.2 Lot 142 – permitted use**

- (a) Owners and occupiers acknowledge and agree that as at the date of the registration of the Strata Plan:
  - (i) the Scheme is located within the Zone;
  - (ii) under the LEP, a development consent, for all uses permitted in the Zone, is required except for home occupations which is permitted without development consent; and
  - (iii) commercial premises is permitted in the Zone with development consent.
- (b) The Owner of Lot 142 may, at any time and from time to time, use Lot 142 for commercial premises uses provided that the Owner of Lot 142:
  - (i) obtains all necessary approvals from the Council (and any other relevant Authority) to carry out either of the uses referred to in this by-law; and
  - (ii) provides the Owners Corporation with a copy of the necessary approvals referred to in by-law 56.2(b)(i) within a reasonable time of the Owners Corporation requesting copies of those approvals.

### **56.3 Fit-out and signage works**

- (a) The Owners Corporation must, on request from the Owner of Lot 142, provide its written consent to the Owner of Lot 142 in respect of any application to an Authority for approval to construct a fit-out of Lot 142 (including signage) for the purposes of use approved by the relevant Authority.
- (b) The Owner of Lot 142 must otherwise comply with the provisions of by-law 49 when performing any fit-out and signage works on that Lot approved by an Authority.
- (c) Any items installed in Lot 142 during fit-out or carrying out of the associated works are part of Lot 142 and are not Common Property.

### **56.4 Grant of rights for common property affected by fit-out**

The Owner of Lot 142 is granted the exclusive use of those parts of the Common Property affected by any fit-out works referred to in by-law 56.3, the Owner must maintain and keep that Common Property in state of good and serviceable repair.

## **Special By-law 1 – Lot 142 Works – Shop 1 Fit Out - Restaurant & Cafe**

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

- (1) This Common Property Rights By-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to perform Works on the common property for the benefit of that Owner, and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this Common Property Rights By-law, *By-law 49 (Building Works)* and *By-law 56 - Lot 143 – Permitted use and Common Property rights by-law*.

### **Defined Terms and Interpretation**

- (2) **"Lot"** is lot 142 on the strata scheme.
- (3) **"Minor Renovations"** means work items as defined in section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to *By-law 49 (Building Works)* applicable to the scheme.
- (4) **"Owner"** means the owner or owners of the Lot from time to time on strata plan no.96468.

- (5) **"Rights of Exclusive Use"** means the rights to exclusively use part of the common property affected by the Works undertaken by the Owner, and areas created by the Works, specifically the Restaurant & Café with exhaust ventilation facilities installed as shown in the **Engineers Drawings and Proposed Plans, attached** to this Common Property Rights By-law and marked **"Annexure A"**.
- (6) **"Special Privileges"** means the privilege to alter and add to the common property by performing Works that affect the common property, including Minor Renovations.
- (7) **"Works"** means the alterations and additions, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below and in accordance the **Engineers Drawings and Proposed Plans, attached** to this Common Property Rights By-law and marked **"Annexure A"**:

**A. Restaurant**

- (a) Undertake plumbing works to install Floor Waste, Hot and Cold-Water Point, Drain Point, Gas Point. To connect to existing hot water unit, existing sewer and grease trap points and gas meter to be installed
- (b) Undertake electrical works to install 10amp Double GPO, 25amp point, Phone Point, Data Point, Exit Light and Downlights
- (c) Install "Front counter" with engineered stone top, white laminate carcass, 100mm skirting and decorative tiles to the face
- (d) Install "Coolroom" with motor directly above, sliding door, 75mm EPS panel (no fire rated panels)
- (e) Install "Solid Walls 75mm EPS" as shown on Engineers Drawings and Proposed Plans
- (f) install "New 2.5m swing door" to shop front
- (g) Install "Set plasterboard ceiling" to 2800mm AFFL
- (h) Apply waterproofing to all required areas as per BCA and Australian Standards
- (i) Install new wall tiles to back of house and bathroom area
- (j) Install new tile floor to kitchen servery, bathrooms and dining area
- (k) Install "Mechanical Exhaust system and motor" to tenancy roof as shown on **Engineers Drawings and Proposed Plans**, including installation of Stainless-steel Exhaust canopy
- (l) Install new fixtures, fittings and accessories, including Inlet bench w/ double sink and undershelf, work bench w/ undershelf, install work bench w/ undershelf and hand basin, install infill bench w/ undershelf, wall cladding behind cook lines, cabling, all stainless-steel benches and shelving, Hand towel and soap dispenser and all other equipment

## **B. Café**

- (a) Undertake plumbing works to install Floor Waste, Hot and Cold-Water Point and Drain Point. To connect to existing hot water unit, existing sewer and grease trap points and gas meter to be installed
  - (b) Undertake electrical works to install 10amp Double GPO, 32amp point, Phone Point, Data Point, Exit Light and Downlights
  - (c) Install "Front counter" w/ engineered stone top Brick Look Finish, white laminate carcass, 100mm skirting and decorative tiles to the face
  - (d) Install "Set plasterboard ceiling" to 2800mm AFFL
  - (e) Apply waterproofing to all required areas as per BCA and Australian Standards
  - (f) Render Finish Walls
  - (g) Install "Sealed Concrete Floor" (concrete look) to dining area
  - (h) Install "Mechanical Exhaust system and motor" to tenancy roof as shown on **Engineers Drawings and Proposed Plans**, including installation of Stainless-steel Exhaust canopy
  - (i) Install new fixtures, fittings and accessories, including cabling, all stainless-steel benches and shelving, Hand towel and soap dispenser and all other equipment
- (8) In this Common Property Rights By-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-law;
  - (b) words importing the singular include the plural and vice versa;
  - (c) words importing a gender include any gender;
  - (d) words defined in the Act have the meaning given to them in the Act; and
  - (e) references to legislation includes references to amending and replacing legislation.
- (9) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, specifically, *By-law 49 (Building Works)* and *By-law 56 - Lot 143 - Permitted use and Common Property rights by-law*. The existing registered by-laws shall prevail.

## **Grant of Rights of Exclusive Use and Special Privileges**

- (10) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Rights of Exclusive Use and Special Privileges granted to the Owner.
- (11) This Common Property Rights By-law shall not be amended, added to or repealed except with the consent in writing of the Owner.

## **CONDITIONS**

### **Before undertaking Works**

#### **Planning, Approvals and Certificates**

- (12) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.
- (13) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

#### **Development Application**

- (14) The Owners Corporation authorises the Strata Managing Agent to affix the common seal of the Owners Corporation on the Development Application to the local authority in respect of the Works to be undertaken on the Lot in accordance with this by-law.
- (15) The Owner must provide the Owners Corporation with documentation of any alteration and / or addition to the Works as required by the local authority or any other statutory authority.

#### **Specification of Works**

- (16) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
- (a) further specifications of the Works;
  - (b) details of the contractor performing the Works;
  - (c) the signed Owner's consent form for this By-law in respect of the Works; and
  - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

### **Carrying out the Works**

#### **Hours of Works**

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

#### **Compliance with Codes**

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

## **General Conditions**

(20) When performing the Works, the Owner must:

- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
- (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
- (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Works.
- (f) repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

## **After Completion of the Works**

- (21) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.
- (22) The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot (for example, any necessary compliance certificate or occupation certificate).

## **Owner's Enduring Rights and Obligations**

### **Maintenance and Repair**

(23) The Owner must, at the Owner's expense:

- (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
- (b) properly maintain the common property altered by the Works, or which the Works shall be added to, that rights of exclusive use are conferred, in a state of good and serviceable repair, and when necessary renew or replace any fixtures or fittings comprised in that common property.

(24) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

### **Liability and Indemnity**

(25) The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the Works and common property altered by the Works, or which the Works shall be added;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of use of the Works and common property altered by the Works, or which the Works shall be added; and
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use of the Works and common property altered by the Works, or which the Works shall be added.

(26) To the extent that **section 106(3)** of the Act is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this by-law.

### **Repair of Damage**

- (27) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.
- (28) Any loss and damage suffered by the Owners Corporation as a result of the Owner using the common property altered by the Works, or which the Works shall be added, and / or performing and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

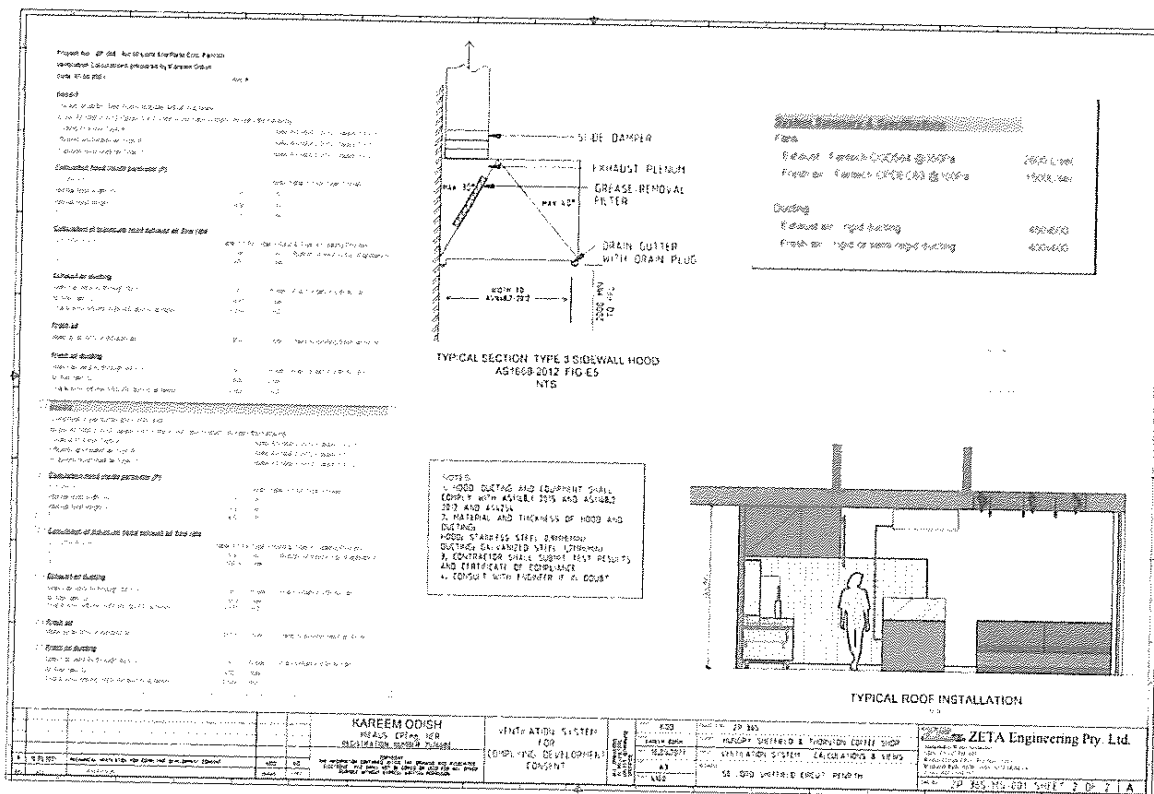
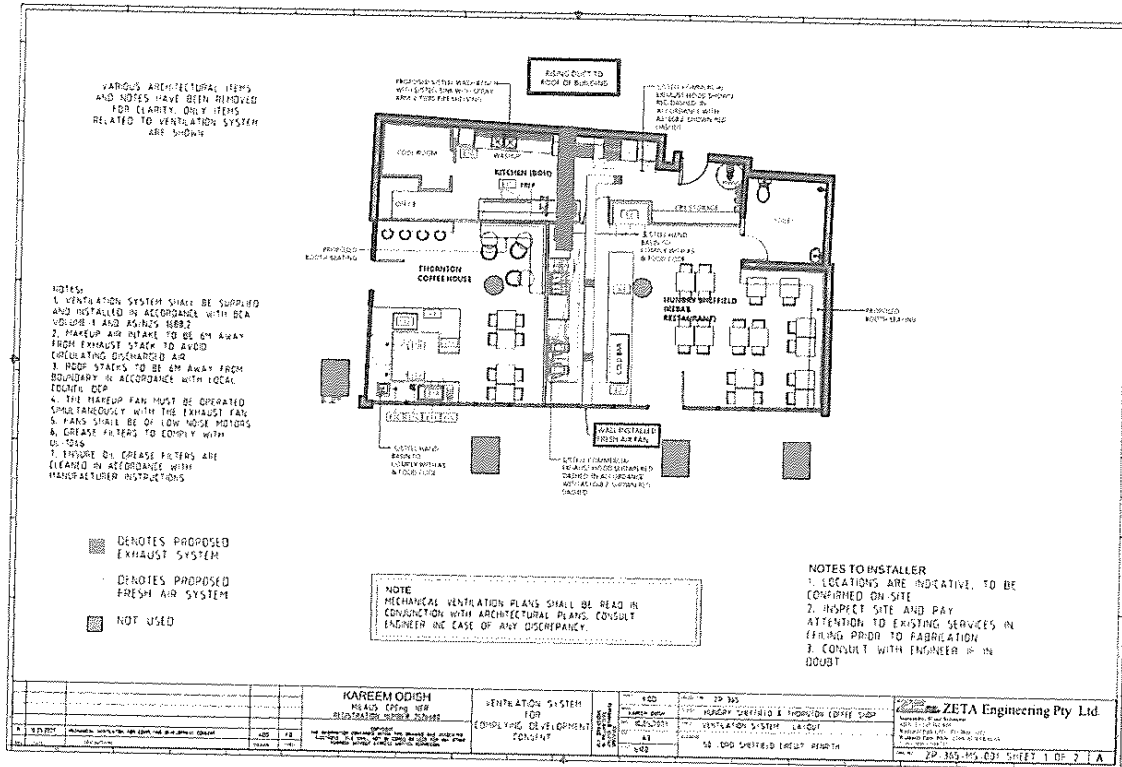
### **Breach of By-law**

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

### **Costs of this By-Law**

(30) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this by-law. The Owners Corporation may refuse to execute any document relating to the registration of this by law until such time as the Owner pays those costs.

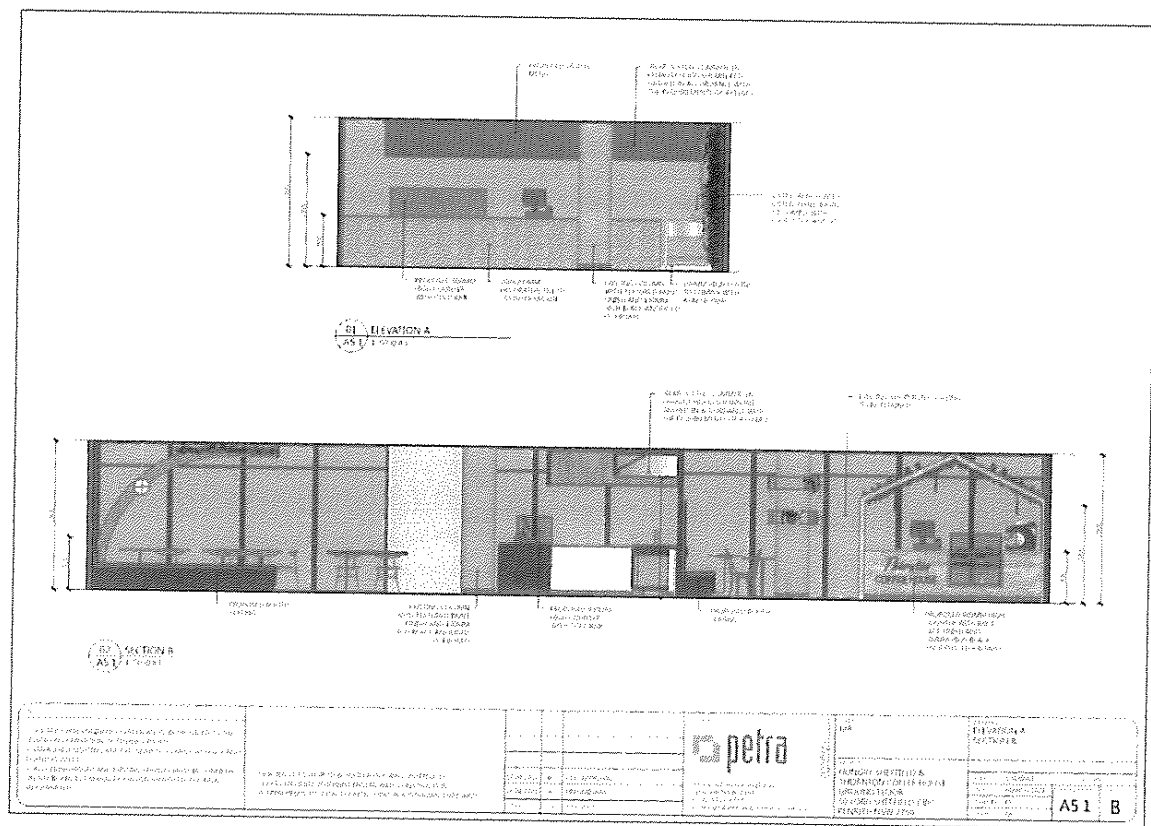
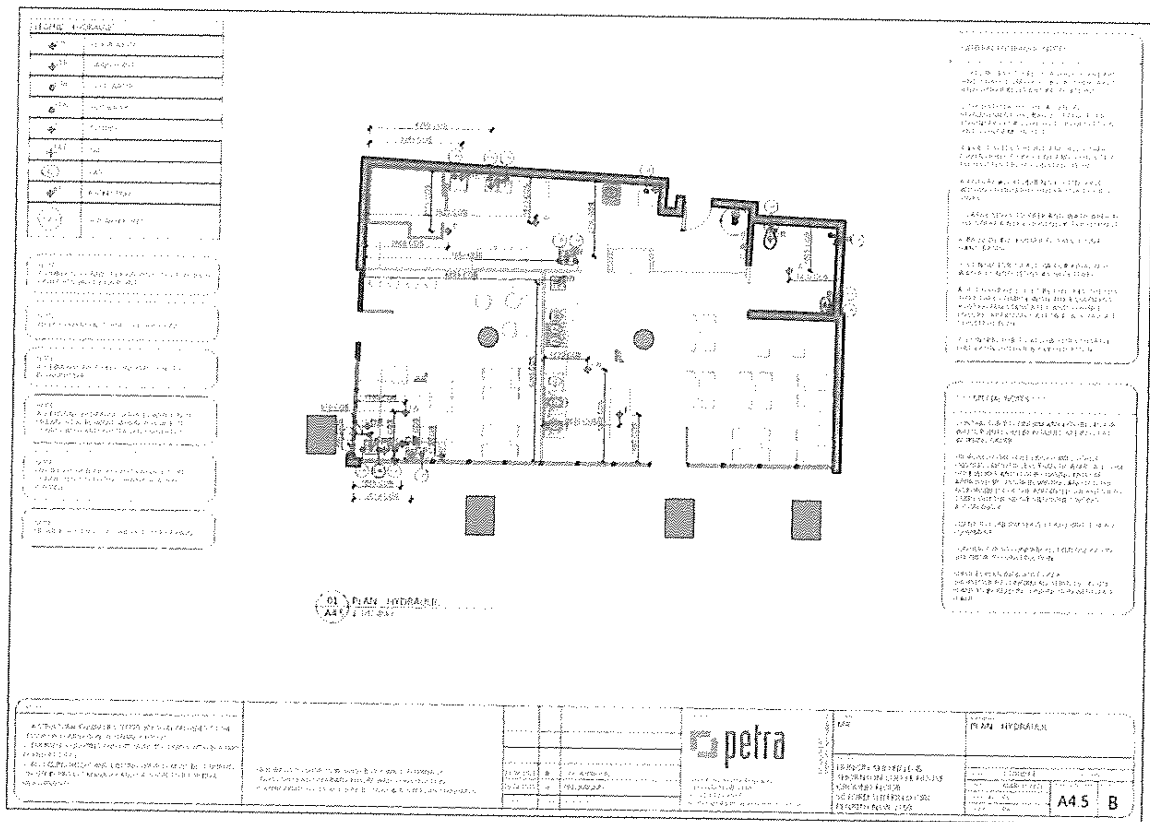
## Annexure A

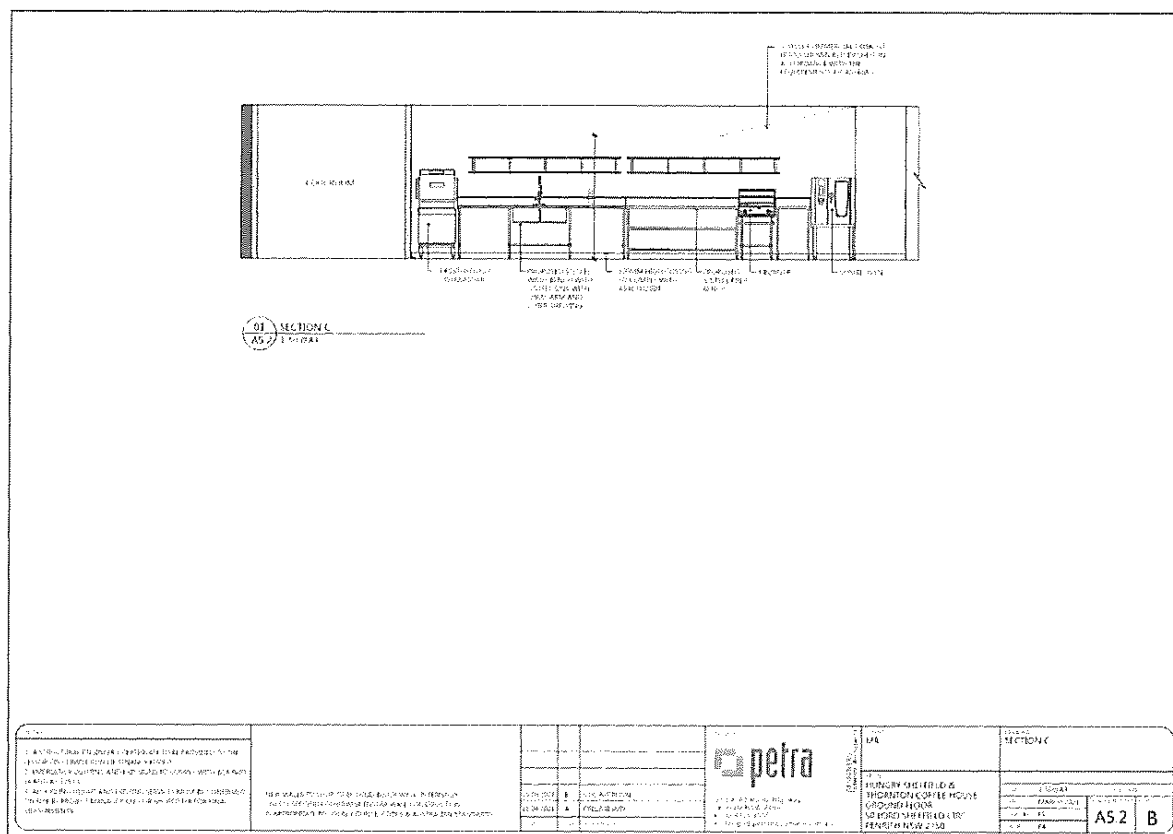












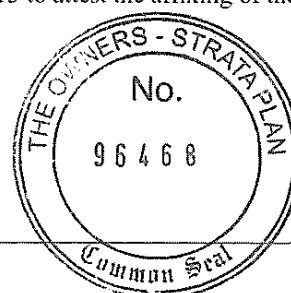
The seal of The Owners-Strata Plan No 96468 was affixed on 08/09/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature(s): TREBOR BRIGHT

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

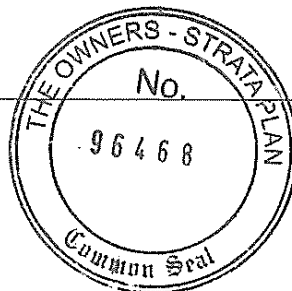
The seal of The Owners - Strata Plan No 96468 was affixed on ^ 08/09/2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Trevor Bright Name: TREVOR BRIGHT Authority: Strata Managing Agent

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

^ Insert appropriate date

\* Strike through if inapplicable.



## Approved Form 23

### Attestation

The seal of The Owners - Strata Plan No 96468 was affixed on ^ 08/09/2021 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



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/5234

Land Registry Document Identification

AS993342

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/SP96468	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP96468  
Other legal entity

Meeting Date

10/10/2022

Added by-law No.

Details By-law No.59

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

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. SP96468

Signer Name SIMONE KASAD

Signer Organisation SIMONE KASAD

Signer Role PRACTITIONER CERTIFIER

Execution Date 09/04/2023

Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

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

(A) **TORRENS TITLE**

For the common property  
CP/SP96468

(B) **LODGED BY**

Document  
Collection  
Box

**1W**

Name

Company Bylaws Assist

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

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

Customer Account Number 135632E Reference BLA/5234

CODE

**CH**

- (C) The Owner-Strata Plan No. 96468 certify that a special resolution was passed on 10/10/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows —
- (E) Repealed by-law No. \_\_\_\_\_  
Added by-law No. 59  
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 96468 which includes new Added By-law No.59 starting from Page 41 of 44 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1.
- (G) The seal of The Owners-Strata Plan No. 96468 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 : Phillip Court

Electronic signature of me, Phillip Court, affixed by me on \_\_\_\_\_

Name : Phillip Court

Authority : Strata Managing Agent

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Authority : \_\_\_\_\_





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

**STRATA SCHEME 96468**

**SP 96468 – 26 LORD SHEFFIELD CIRCUIT, PENRITH NSW 2750**

**Contents**

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 the Scheme
41. Balconies
42. Storing and operating a barbeque
43. Carwash bays
44. Storage Areas
45. Smoking
46. Provision of amenities and services (Repealed)
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. Lot 142 – Permitted use and Common Property rights by-law
57. Lot 142 Works – Shop 1 Fit Out - Restaurant & Cafe
58. Short Term Accommodation Restrictions
59. Recovery of Costs

### **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 building 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 the Cosmetic Works, Minor Renovations and / or Major Renovations undertaken on a Lot and that have an impact on the Common Property of the Scheme.

**Common Property** means the common property created upon 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 Site.

**Cosmetic Works** means aesthetic works as defined in section 109 of the Act or as specified in the Building Works Items List annexed to *By-law 49 – Building Works*

**Council** means Penrith City Council.

**Lot** means a lot in the Scheme.

**Major Renovations** means works that involve structural changes, work that changes the external appearance of a lot, work involving waterproofing, work for which consent or another approval is required under any other Act, and as specified in the Building Works Items List annexed to *By-law 49 – Building Works*.

**Minor Renovations** means any 'minor renovations' as defined in the Act or Regulations or as specified in the Building Works Items List annexed to *By-law 49 – Building Works*.

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

**Original Proprietor** means Urban Apartments Pty Limited ACN 096 925 423 or any nominee of Urban Apartments Pty Limited ACN 096 925 423 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.

**Regulations** means Strata Schemes Management Regulations 2016 (NSW) as amended.

**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.

**Short Term Rental Arrangement Accommodation** means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the regulations to be a short-term rental accommodation arrangement, but does not include any

arrangement prescribed by the regulations not to be a short-term rental accommodation arrangement.

**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.

**Window Safety Device(s)** means a screen, lock or any other complying window safety device installed by the Owners Corporation as required by the Act and the Regulation.

## 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, or any invitee of an Owner or Occupier of a Lot including paying guests and visitors staying on a Lot with the Owner under a Short-Term Accommodation Arrangement in accordance with *By-law 57 (Short Term Accommodation Restrictions)*, 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 Corporation on demand.

### Window Safety Devices

- (g) Notwithstanding **clause (c) (ii)** of this by-law, the Owners Corporation shall install, at its cost, Window Safety Devices to prescribed windows within the strata scheme.
- (h) Subject to reasonable notice, the Owner of a Lot, must provide access to the Owners Corporation's servants, agents and contractors allow for the installation of the Window Safety Devices within a Lot.
- (i) Where the Occupier of the Lot is not the Owner, the Owner who does not occupy the Lot, must arrange access to the Lot to be provide to the Owners Corporation's servants, agents and contractors.
- (j) An Owner or Occupier must not obstruct or hinder the Owners Corporation in the exercise of its functions under this by-law.
- (k) An Owner or Occupier must not remove, interfere with or damage a Window Safety Device.
- (l) An Owner or Occupier of a Lot must ensure that any Window Safety Device installed by the Owners Corporation in their Lot are engaged in the lock position prior to any child under the age of sixteen entering the Lot and must ensure the Window Safety Device remain in the lock position while any child is within the Lot.

- (m) An Owner (or if the property is let to tenants the Owner's real estate or letting agent) or Occupier must notify the Owners Corporation in writing immediately if a Window Safety Device has been removed, damaged, tampered with or is inoperable.
- (n) If a Window Safety Device is damaged or removed by an Owner or Occupier or their visitors or invitees then the Owner and Occupier of the Lot will be jointly and severally liable for the costs of repairing or replacing the Window Safety Device and shall indemnify the Owners Corporation from any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to any person or property arising from the Owner or Occupier or their visitors or invitees' damage or removal of the Window Safety Device.
- (o) The Owners Corporation reserves the right to repair or replace the Window Safety Device damaged or removed by an Owner or Occupier or their visitors or invitees, or recover any costs, charges, penalties or fees (including, but not limited to, administration fees) incurred by the Owners Corporation for the Owners or Occupier's failure to discharge their obligations under this by-law, and may recover any costs, charges, penalties or fees from the owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

#### **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 requirements.

#### **9. Children playing on Common Property in Building**

- (a) Any child for whom an Owner or Occupier of a Lot is responsible may play on any area of the Common Property that is designated by the Owners Corporation for that purpose.
- (b) An Owner or Occupier of a Lot must not permit any child for whom the Owner or Occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on Common Property that is a car parking area or other area of possible danger or hazard to children.

#### **10. Behaviour of invitees**

- (a) 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.
- (b) An Owner or Occupier of a Lot shall take all reasonable steps and do all within his power to ensure that his invitees and/or licensees do not: -
  - i. carry out or do any act or matter or thing which, under these by-laws, an Owner or Occupier of a Lot is prohibited or forbidden from doing, or
  - ii. do or omit to do any matter or thing which would cause offence or embarrassment to the Owner or Occupier of any Lot or to any person lawfully using Common Property or which would be likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.

**11. Depositing rubbish and other material on Common Property**

- (a) An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- (b) The Owners Corporation is empowered to follow the directions provided in the Act or Regulations in respect of disposal of abandoned goods.
- (c) Where the Owners Corporation can provide evidence, that the abandoned goods belonged to a Lot Owner or a tenant of an Owner of a Lot, the Owner of a Lot must pay the costs incidental to the Owners Corporation and its servants and agents for having any abandoned goods removed and disposed of (including without limitation strata management fees and legal fees) which are recoverable by the Owners Corporation as a debt due by the Owner of the Lot.

**12. Washing, curtains, vehicles**

An Owner or Occupier may not:

- (a) dry, air or display clothing on the balcony other than on a free standing clothes line within the perimeter of the apartment balcony or terrace area.
- (b) without the consent of the Strata Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot,
- (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. All treatment or covering must be solid white or black in colour, and
- (d) install any insect screens on windows unless powder coated to match the colour of the window frames.

**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 Strata 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 or Occupier of a Lot must notify the Owners Corporation at least 21 days before changing any soft flooring and / or hard flooring on the Lot and obtain the written approval of the Strata Committee of the Owners Corporation as required in with *By-law 49 (Building Works)*, which consent may be withheld in its absolute discretion.
- (c) An Owner or Occupier of a Lot must complete a Building Works Application Form in accordance with *By-law 49 (Building Works)* applicable to the strata scheme prior replacing or installing any hard flooring on the Lot and provide all details and specifications of the proposed flooring and underlay or acoustic underlay, prior to the commencement of any works.
- (d) 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 be In accordance with the Association of Australian Acoustical Consultants (AAAC) must have a star rating of 4-stars or higher rating with regard to the AAAC Star rating for Floor Impact Isolation;
  - (ii) 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.
- (e) By-Law 16(d) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.
- (f) By-Law 16(d)(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.



- (g) 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.
- (h) The Owners Corporation is empowered to require an inspection by an acoustic engineer or expert approved by the Owners Corporation (at the cost of the Owner) to ensure that any proposed hard flooring or surface shall meet the required standard as specified in By-law 16 (d) (i) above.
- (i) This By-law also applies in conjunction with the requirements in other applicable By-laws of the Strata Scheme, specifically *By-law 49 (Building Works)* which includes the Owner's enduring obligations in respect of maintenance and repair, liability and indemnity and repair for damage.
- (j) The Owner must ensure that any change to the hard flooring on the Lot is insured as part of the Lot Owner's home and content insurance, as the insurance policy maintained by the Owners Corporation shall not cover changes to floor coverings.

## 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 waterproof 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
    - (C) Ensure all waste is contained in tied plastic bags. Dimensions of bags should not exceed a cube with 350mm sides. Weight of bagged waste should not exceed 3kg, and ;
    - (D) Must not force items down the chute or force the chute door shut. The chute doors are fitted with a self-closing device which allows the door to automatically close, and,
    - (E) 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) The Owners Corporation is empowered to recover the cost, from any Owner or Occupier, of unblocking the bin chute, as a debt due on their levy account, where evidence can be produced that the bin chute was blocked as a result of the Owner or Occupier's breach of this By-law.
  - (c) 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.
  - (d) 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 10kg (other than a dangerous dog as defined in the *Companion 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 and 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 an 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 substantiated complaints about an animal's behaviour unreasonably interfering with another occupant's use and enjoyment of the occupant's lot or the common property, in line with Regulation 35A of the Regulations, 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**

- (a) An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot.
- (b) Without limiting By-law 20 (a), the following changes of use must be notified:

- (i) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes),
  - (ii) a change to the use of a Lot for short-term or holiday letting, which is also subject to *By-law 57 (Short Term Accommodation Restrictions)*.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

## **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:

- (A) 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.
- (B) place or store any items outside their lot entry door on the 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 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 (REPEALED)**

### **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 or 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, Strata 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 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 be used only 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 constitution 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 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 cause 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 an 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**

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.

**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 Prohibitions 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, unless specifically authorised by the Owners Corporation in writing.

**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 and 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 41, 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) 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 and 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;
- (b) not use the area at any time for temporary car parking, and
- (c) ensure the key for use of the car wash bay is to be collected from building management, and that in the event the key is lost the cost of replacement will be charged back to the Lot Owner on the Owner's levy account.

### **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), and
- (iii) 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 item 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 (REPEALED)**

**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 than 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**

**Purpose of By-law**

**49.1** This by-law is made for purposes of managing, regulating and controlling the carrying out of Building Works within an Owner's Lot which affects, impacts, enhances, improves and / or adds value to the Owner's Lot and/or the Common Property, and affects the Common Property and/or impact on an Owner or occupier of a Lot.

**49.2** This by-law puts an Owner on notice as to how Building Works should be performed within a Lot and the Common Property.

**49.3** This by-law distinguishes between different types of Building Works, namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the Common Property of the scheme.

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

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

**Retrospective application for unauthorised Building Works**

**49.5** Where any Building Works were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Building Works undertaken,

then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Building Works.

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

**49.6** The Building Works covered under this by-law require the written consent as specified under this by-law, and does not confer special privileges to keep the Building Works on the Common Property, nor does it confer any rights to exclusive use of the Common Property.

**49.7** The Owners Corporation may at any time request the removal of an item installed under this by-law (at the Owner's expense) should the Owner not meet the conditions of this by-law, or should the Owners Corporation require use or access to the Common Property affected by the item installed under this by-law.

**CONDITIONS**

**The Application Process**

**(i) Cosmetic Works**

**49.8** Where an Owner of a Lot intends to carry out Cosmetic Works, no notice need be given to the Owners Corporation and no consent is required.

**49.9** Any Cosmetic Works undertaken by an Owner shall be the Owner's responsibility and the Owner must repair and maintain the Cosmetic Works undertaken as required from time to time.

**(ii) Minor Renovations**

**49.10** Where an Owner intends to carry out Minor Renovations within a Lot, the Owner must obtain the prior written approval of the strata committee of the Owners Corporation.

**49.11** The Owner must submit an application in writing to both the strata managing agent and the Secretary of the strata committee of the Owners Corporation.

**49.12** The application must be made in accordance with **Annexure A** to this by-law "**Application To Perform Building Works**" prior to such Minor Renovations being approved by the strata committee of the Owners Corporation (excluding Cosmetic Works which require no notification and no consent).

**49.13** The strata committee must within 21 days from receipt of the application approve or reject the application of the Owner.

**49.14** Where the strata committee rejects the application, it must provide reasons to the Owner in writing.

**49.15** If the strata committee does not respond to the application within 21 days, approval is deemed to be granted pursuant to the conditions in this by-law

**49.16** The strata committee may request clarification, further information and/or certification in respect of any Minor Renovations proposed by an Owner under this by-law, and an Owner must provide such information, clarification and/or certification prior to obtaining approval.

**49.17** An Owner must not commence any Minor Renovations on their Lot or the Common Property until such information, clarification and/or certification (as

may be required by the strata committee of the Owners Corporation) is provided and approved.

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

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

**49.19** The Owner must also submit an application in accordance with **Annexure A** to this by-law, along with the proposed Common Property Rights By-law for Lot Building Works for approval of the Owners Corporation.

**49.20** If an architect or other design consultant is involved, then the nature and scope of the Building Works will be readily ascertainable from the drawings prepared by that person. A copy of any drawings may be annexed to and form part of the Common Property Rights By-law for Lot Building Works.

**49.21** The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of any Common Property Rights By-law for Lot Building Works.

**49.22** The Owners Corporation may refuse to execute any document relating to the registration of this by-law or local authority development application documents until such time as the Owner pays those costs.

**Building Works Items List**

**49.23** The Owners Corporation is empowered to create and implement a "**Building Works Items List**" as outlined in **Annexure B** to this by-law, which categories the different types of Building Works as described in this by-law, which will be authorised pursuant to the conditions in this by-law.

**49.24** The strata committee of the Owners Corporation may amend this Building Works Items List from time to time by ordinary resolution.

**Lot Register of Building Works**

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

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

**(i) Hours of Works**

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

**(ii) Compliance with Codes**

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

### **General Conditions**

- 49.29** The Owner must ensure that duly licensed and insured contractors complete the Building Works in a proper and workmanlike manner.
- 49.30** The Owner must ensure that any party engaged to carry out the Building Works is briefed on requirements as detailed in this by-law.
- 49.31** Prior to commencing the Building Works, the Owner must provide the Owners Corporation with the estimated duration of the Building Works.
- 49.32** Building Works must be undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their occupiers and owners.
- 49.33** The Owner must keep all areas of the building outside their Lot clean and tidy throughout the performance of the Building Works.
- 49.34** The Owner must ensure that no building materials are stored on Common Property without the permission of the Owners Corporation.
- 49.35** The Owner must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- 49.36** Work inside the Lot must only occur when the door between the Lot and the Common Property is completely closed.
- 49.37** The Owner must ensure that the corridor serving the Lot is protected from dust, noise and damage for the duration of the Building Works.
- 49.38** The Owner must ensure that any carpeted area is protected by the use of floor protection and kept clean during any Building Works.
- 49.39** The Owner must repair promptly any damage caused or contributed to by Building Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the strata scheme.

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

#### **(i) Obligations applicable to Owner from time to time**

- 49.40** Where an Owner undertakes Building Works under this By-law, the Owner's Enduring Obligations as set out in 49.41 to 49.46 shall apply to that Owner and any future Owner of the Lot from time to time which benefits from the Building Works undertaken.

#### **(ii) Maintenance and Repair**

- 49.41** Where an Owner undertakes any Building Works under this by-law, the Owner of a Lot must, at the Owner's cost, properly maintain and keep the Building Works

in a state of good and serviceable repair and must replace the Building Works (or any part of them) as required from time to time.

**49.42** If the Owner removes the Building Works or any part of the Building Works undertaken under this by-law, the Owner must, at the Owner's own cost, restore and reinstate the Common Property to its original condition.

**(iii) Liability and Indemnity**

**49.43** Where an Owner undertakes any Building Works under this by-law, the Owner indemnifies the Owners Corporation against:

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the Common Property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Building Works;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Building Works;
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Building Works; and
- (d) liability under **section 122 (6)** of the Act in respect of repair of the Common Property attached to the Building Works.

**49.44** To the extent that **section 106 (3)** of the Act is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Building Works performed under this by-law.

**(iv) Repair of Damage**

**49.45** The Owner must, at the Owner's expense, make good any damage to the Common Property caused as a result of the Building Works no matter when such damage may become evident.

**49.46** Any loss and damage suffered by the Owners Corporation as a result of making and using the Building Works, including failure to maintain, renew, replace or repair the Building Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

**Breach of By-law**

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

**Annexure A**

**APPLICATION TO PERFORM BUILDING WORKS**

**To the Secretary & strata managing agent**

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

notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake Building Works to my/our Lot.

1. Detail of Building Work to be undertaken, including type of work, materials to be used, method of installation, and proposed location:

.....  
.....  
.....

2. Name of Contractor .....

3. Contractor's Licence No.....

4. Details of Contractors All Risks Insurance.....

.....

5. Is Council approval required: Yes/No

6. If yes, has application been made for Development Approval.....

7. Date works intend to start.....

8. Duration of works (Timetable of major components of works).....

.....

9. **I have read Building Works Bylaw and acknowledge that no work may commence unless approved in writing as required under the Building Works By-law.**

10. **I acknowledge that any Building Works undertaken may be subject to special conditions as required by the Owners Corporation and I shall abide by these special conditions.**

Signature of Owner.....

Date.....

Received by Owners Corporation..... Name

& Date.....

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

## **Annexure B**

### **BUILDING WORKS ITEMS LIST**

#### **CATEGORIES OF BUILDING WORKS**

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The **Building Works Bylaw** puts Owners on notice as to how "Building Works" should be performed within a Lot and the Common Property.

This By-law distinguishes between different types of "Building Works", namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the Common Property of the strata scheme.

Below is a list of items that have been categorised into the different types of Building Works as described in the **Building Works Bylaw**

#### **Cosmetic Works**

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

#### **Minor Renovations**

- (i) Work for the following purposes is prescribed as minor renovations pursuant to s110 (3) of *Strata Schemes Management Act 2015*:
-

- (a) renovating a kitchen
- (b) changing recessed light fittings
- (c) installing or replacing wood or other hard floors (**Refer to By-law 16 – Floor Covering**)
- (d) installing or replacing wiring or cabling or power or access points
- (e) work involving reconfiguring walls (excluding structural or load bearing walls)
- (ii) Work for the following purposes is prescribed as minor renovations pursuant to Regulation 28 of the *Strata Schemes Management Regulations 2016*:
  - (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors (**Refer to By-law 16 – Floor Covering**)
  - (b) installing a reverse cycle split system air conditioner
  - (c) installing double or triple glazed windows
  - (d) installing a heat pump
  - (e) installing ceiling insulation
- (iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to section 110 (6) (a) of the *Strata Schemes Management Act*:
  - (a) Installing any other type of air-conditioner/system within the Lot
  - (b) Installing false ceilings
  - (c) Installing security systems / alarms
  - (d) Installing fixtures to internal surfaces of Common Property walls
  - (e) Installing Foxtel or Pay TV connection
  - (f) Installing new plumbing, gas and electrical equipment and services

### **Major Renovations**

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



- (e) Any works, including Minor Renovations mentioned above, which require consent or development approval of Council and any other Authority.

## **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. LBN Co Limited rights**

### **51.1 Background**

- (a) LBN Co Limited (LBN Co) has installed 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 LBN Co) (Pathways).
- (b) LBN 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 LBN Co:

- (a) not use, alter or interfere with the Pathways in which the Equipment is located;
- (b) not prevent LBN Co or its contractors from using and maintaining the Pathways and installing additional facilities with the Pathways as required by LBN Co;
- (c) allow LBN Co to enter on any part of the Common Property or a Lot to enable LBN 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 LBN Co;
- (e) notify LBN 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 LBN 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 may be accessed by other telecommunications 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 LBN Co needs 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 LBN Co or deed poll for the benefit of LBN Co which is on terms substantially similar to the those contained in paragraph 51.2 above.
- (b) The Owners Corporation has the authority to, and must grant a licence to LBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation or Building. LBN Co may grant a sub-licence or transfer its licence to any other 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 any 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 Executive 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 11, 14, 16, 30, 33, 35, 49, 52, 54, 68, 71, 73, 87, 91 and 105.
- (b) Owners of Adaptable Lots are granted the special privilege to replace the door handle and locking mechanisms to the front door of their Lots for the purpose of enhancing accessibility of those Lots.
- (c) If an owner exercises the special privilege 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 to 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 Builder 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 provision 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.
- (g) The Owners Corporation must comply at all times with the provision of section 106(1) and (2) of the Act.

### 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 part is the preferred outcome.
- (b) The Owners Corporation and Owners further acknowledge that, pursuant to clause 6(d) of Schedule 1 to 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 consideration, 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; and
  - (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 Building 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

---

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.

## **56. Lot 142 – Permitted use and Common Property rights by-law**

### **56.1 Definitions**

In this by-law 56:

- (a) **LEP** means the *Penrith Local Environmental Plan 2010*.
- (b) **Zone** means the B2 Local Centre zone under the LEP.

### **56.2 Lot 142 – permitted use**

- (a) Owners and occupiers acknowledge and agree that as at the date of the registration of the Strata Plan:
  - (i) the Scheme is located within the Zone;
  - (ii) under the LEP, a development consent, for all uses permitted in the Zone, is required except for home occupations which is permitted without development consent; and
  - (iii) commercial premises is permitted in the Zone with development consent.
- (b) The Owner of Lot 142 may, at any time and from time to time, use Lot 142 for commercial premises uses provided that the Owner of Lot 142:
  - (i) obtains all necessary approvals from the Council (and any other relevant Authority) to carry out either of the uses referred to in this by-law; and
  - (ii) provides the Owners Corporation with a copy of the necessary approvals referred to in by-law 56.2(b)(i) within a reasonable time of the Owners Corporation requesting copies of those approvals.

### **56.3 Fit-out and signage works**

- (a) The Owners Corporation must, on request from the Owner of Lot 142, provide its written consent to the Owner of Lot 142 in respect of any application to an Authority for approval to construct a fit-out of Lot 142 (including signage) for the purposes of use approved by the relevant Authority.
- (b) The Owner of Lot 142 must otherwise comply with the provisions of by-law 49 when performing any fit-out and signage works on that Lot approved by an Authority.
- (c) Any items installed in Lot 142 during fit-out or carrying out of the associated works are part of Lot 142 and are not Common Property.

### **56.4 Grant of rights for common property affected by fit-out**

The Owner of Lot 142 is granted the exclusive use of those parts of the Common Property affected by any fit-out works referred to in by-law 56.3, the Owner must maintain and keep that Common Property in state of good and serviceable repair.

## **57. Lot 142 Works – Shop 1 Fit Out - Restaurant & Cafe**

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

- (1) This Common Property Rights By-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to perform Works on the common property for the benefit of that Owner, and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this Common Property Rights By-law, *By-law 49 (Building Works)* and *By-law 56 - Lot 143 – Permitted use and Common Property rights by-law*.

### **Defined Terms and Interpretation**

- (2) **"Lot"** is lot 142 on the strata scheme.
- (3) **"Minor Renovations"** means work items as defined in section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to *By-law 49 (Building Works)* applicable to the scheme.
- (4) **"Owner"** means the owner or owners of the Lot from time to time on strata plan no.96468.
- (5) **"Rights of Exclusive Use"** means the rights to exclusively use part of the common property affected by the Works undertaken by the Owner, and areas created by the Works, specifically the Restaurant & Café with exhaust ventilation facilities installed as shown in the ***Engineers Drawings and Proposed Plans, attached*** to this Common Property Rights By-law and marked **"Annexure A"**.
- (6) **"Special Privileges"** means the privilege to alter and add to the common property by performing Works that affect the common property, including Minor Renovations.

- (7) **"Works"** means the alterations and additions, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below and in accordance the **Engineers Drawings and Proposed Plans, attached** to this Common Property Rights By-law and marked **"Annexure A"**:

**A. Restaurant**

- (a) Undertake plumbing works to install Floor Waste, Hot and Cold-Water Point, Drain Point, Gas Point. To connect to existing hot water unit, existing sewer and grease trap points and gas meter to be installed
- (b) Undertake electrical works to install 10amp Double GPO, 25amp point, Phone Point, Data Point, Exit Light and Downlights
- (c) Install "Front counter" with engineered stone top, white laminate carcass, 100mm skirting and decorative tiles to the face
- (d) Install "Coolroom" with motor directly above, sliding door, 75mm EPS panel (no fire rated panels)
- (e) Install "Solid Walls 75mm EPS" as shown on Engineers Drawings and Proposed Plans
- (f) install "New 2.5m swing door" to shop front
- (g) Install "Set plasterboard ceiling" to 2800mm AFFL
- (h) Apply waterproofing to all required areas as per BCA and Australian Standards
- (i) Install new wall tiles to back of house and bathroom area
- (j) Install new tile floor to kitchen servery, bathrooms and dining area
- (k) Install "Mechanical Exhaust system and motor" to tenancy roof as shown on **Engineers Drawings and Proposed Plans**, including installation of Stainless-steel Exhaust canopy
- (l) Install new fixtures, fittings and accessories, including Inlet bench w/ double sink and undershelf, work bench w/ undershelf, install work bench w/ undershelf and hand basin, install infill bench w/ undershelf, wall cladding behind cook lines, cabling, all stainless-steel benches and shelving, Hand towel and soap dispenser and all other equipment

**B. Café**

- (a) Undertake plumbing works to install Floor Waste, Hot and Cold-Water Point and Drain Point. To connect to existing hot water unit, existing sewer and grease trap points and gas meter to be installed
- (b) Undertake electrical works to install 10amp Double GPO, 32amp point, Phone Point, Data Point, Exit Light and Downlights
- (c) Install "Front counter" w/ engineered stone top Brick Look Finish, white laminate carcass, 100mm skirting and decorative tiles to the face

- (d) Install "Set plasterboard ceiling" to 2800mm AFFL
  - (e) Apply waterproofing to all required areas as per BCA and Australian Standards
  - (f) Render Finish Walls
  - (g) Install "Sealed Concrete Floor" (concrete look) to dining area
  - (h) Install "Mechanical Exhaust system and motor" to tenancy roof as shown on **Engineers Drawings and Proposed Plans**, including installation of Stainless-steel Exhaust canopy
  - (i) Install new fixtures, fittings and accessories, including cabling, all stainless-steel benches and shelving, Hand towel and soap dispenser and all other equipment
- (8) In this Common Property Rights By-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-law;
  - (b) words importing the singular include the plural and vice versa;
  - (c) words importing a gender include any gender;
  - (d) words defined in the Act have the meaning given to them in the Act; and
  - (e) references to legislation includes references to amending and replacing legislation.
- (9) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, specifically, *By-law 49 (Building Works)* and *By-law 56 - Lot 143 - Permitted use and Common Property rights by-law*. The existing registered by-laws shall prevail.

#### **Grant of Rights of Exclusive Use and Special Privileges**

- (10) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Rights of Exclusive Use and Special Privileges granted to the Owner.
- (11) This Common Property Rights By-law shall not be amended, added to or repealed except with the consent in writing of the Owner.

### **CONDITIONS**

#### **Before undertaking Works**

##### **Planning, Approvals and Certificates**

- (12) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.
- (13) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

##### **Development Application**

- (14) The Owners Corporation authorises the Strata Managing Agent to affix the common seal of the Owners Corporation on the Development Application to the local authority in respect of the Works to be undertaken on the Lot in accordance with this by-law.
- (15) The Owner must provide the Owners Corporation with documentation of any alteration and / or addition to the Works as required by the local authority or any other statutory authority.

##### **Specification of Works**

- (16) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
  - (a) further specifications of the Works;
  - (b) details of the contractor performing the Works;
  - (c) the signed Owner's consent form for this By-law in respect of the Works; and
  - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.



## **Carrying out the Works**

### **Hours of Works**

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

### **Compliance with Codes**

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

## **General Conditions**

- (20) When performing the Works, the Owner must:
- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
  - (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
  - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
  - (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
  - (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Works.
  - (f) repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

## **After Completion of the Works**

- (21) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.
- (22) The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot (for example, any necessary compliance certificate or occupation certificate).

## **Owner's Enduring Rights and Obligations**

### **Maintenance and Repair**

- (23) The Owner must, at the Owner's expense:
- (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
  - (b) properly maintain the common property altered by the Works, or which the Works shall be added to, that rights of exclusive use are conferred, in a state of good and serviceable repair, and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (24) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

## **Liability and Indemnity**

- (25) The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the Works and common property altered by the Works, or which the Works shall be added;
  - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of use of the Works and common property altered by the Works, or which the Works shall be added; and
  - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use of the Works and common property altered by the Works, or which the Works shall be added.
- (26) To the extent that **section 106(3)** of the Act is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this by-law.

**Repair of Damage**

- (27) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.
- (28) Any loss and damage suffered by the Owners Corporation as a result of the Owner using the common property altered by the Works, or which the Works shall be added, and / or performing and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

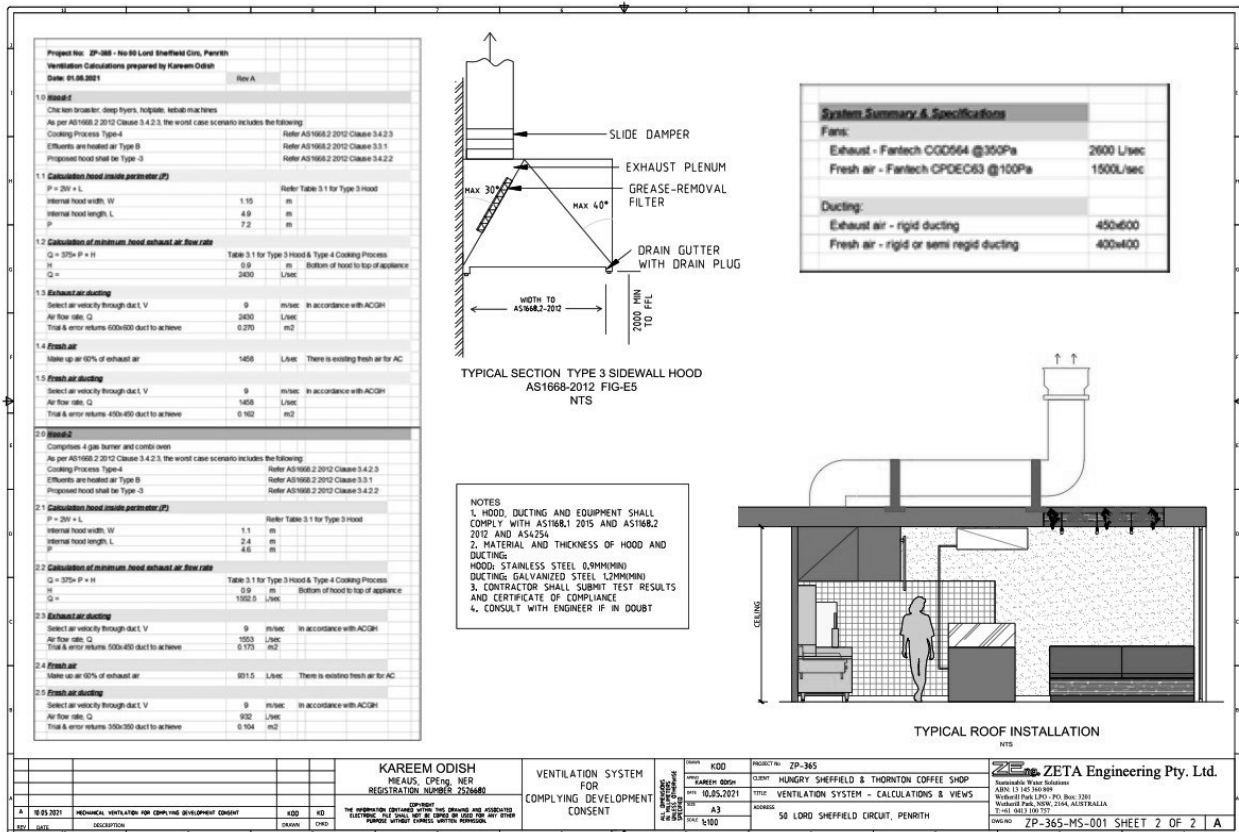
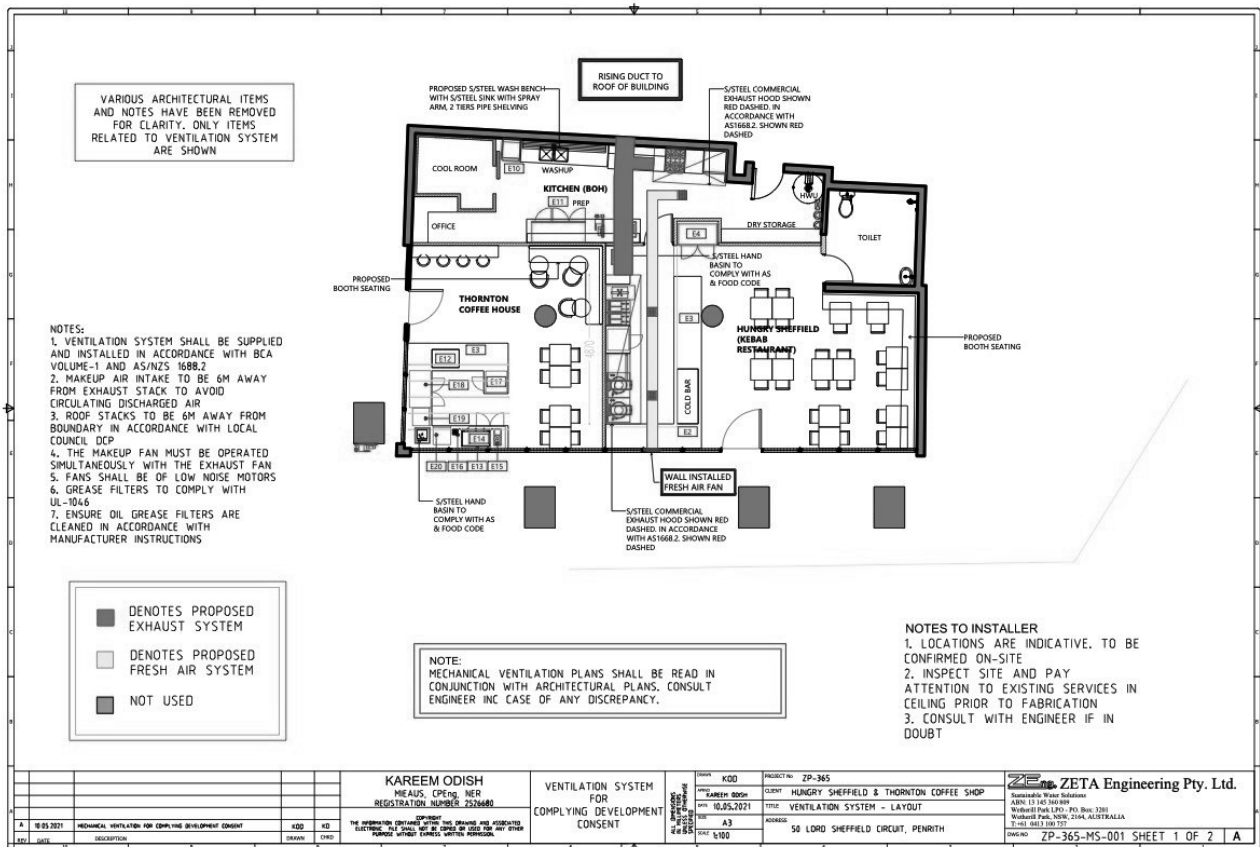
**Breach of By-law**

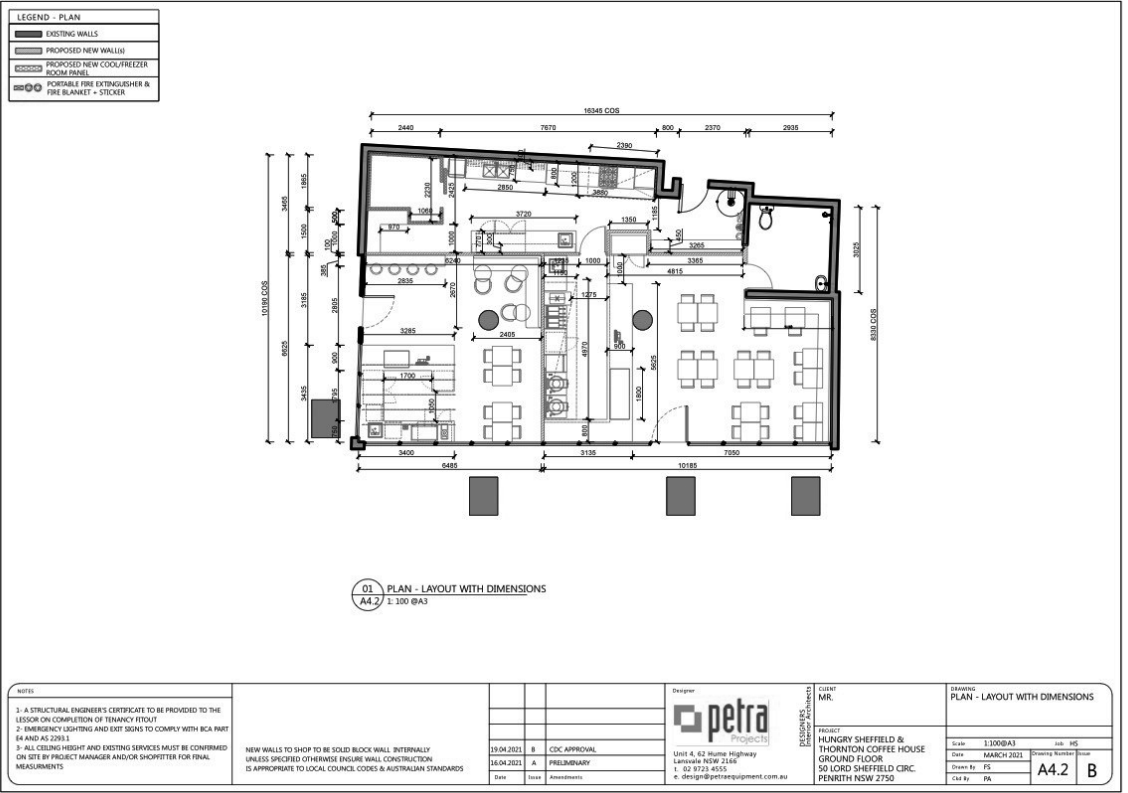
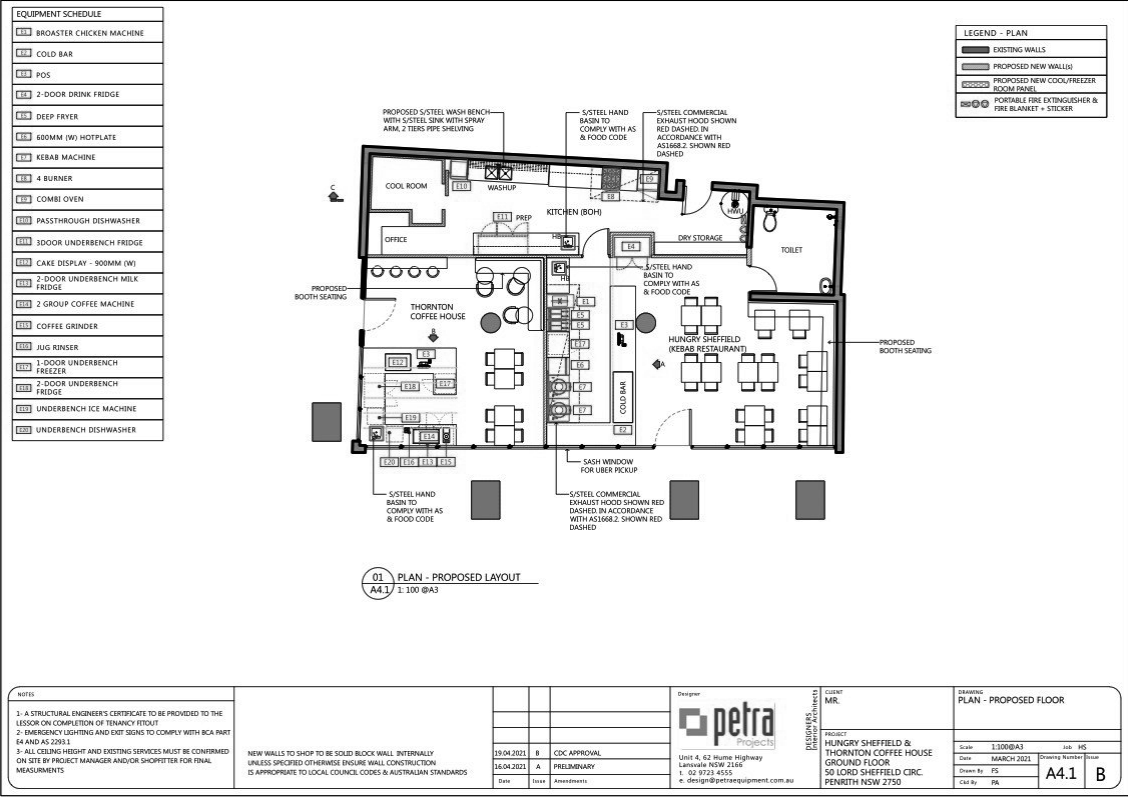
- (29) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice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

**Costs of this By-Law**

- (30) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this by-law. The Owners Corporation may refuse to execute any document relating to the registration of this by law until such time as the Owner pays those costs.

Annexure A





LEGEND - RCP	
	CEILING HEIGHT
	EMERGENCY LIGHT TO AUSTRALIAN STANDARDS
	ILLUMINATED SIGN/EXIT SIGN ONLY IF PRIVATE ENTERS REQUIRES
	SELECTED LED DOWNLIGHTS 30W (FOR KITCHEN)
	EXISTING SPRINKLERS TO BE RETAINED
	RECESSED ACCESS CEILING PANELS 450 x 450mm
	ROUND A/C REGISTERS OR EQUIVALENT COLOR TO MATCH CEILING

NOTE:  
ALL EXISTING CEILING SERVICES WHICH NOT DRAWN, TO BE RETAINED/ ALTERED WHERE POSSIBLE, TO COMPLY WITH AUSTRALIAN STANDARDS

NOTE:  
ALL DOWNLIGHTS INSTALLED ON BLACK CEILING (W1) HAVE TO BE BLACK  
ALL DOWNLIGHTS INSTALLED ON WHITE CEILING (W2) HAVE TO BE WHITE

01 PLAN - REFLECTED CEILING  
A4.3 1:100 @A3

NOTES	
1- A STRUCTURAL ENGINEER'S CERTIFICATE TO BE PROVIDED TO THE LESSOR ON COMPLETION OF TENANCY FITOUT	2- EMERGENCY LIGHTING AND EXIT SIGNS TO COMPLY WITH ICA PART 64 AND AS 2293.1
3- ALL CEILING HEIGHT AND EXISTING SERVICES MUST BE CONFIRMED ON SITE BY PROJECT MANAGER AND/OR SHOPFITTER FOR FINAL MEASUREMENTS	

DESIGNER	
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CLIENT	
MR.	PROJECT HUNGRY SHEPHELD & THORNTON COFFEE HOUSE GROUND FLOOR 50 LORD SHEPHELD CIRC. PENRITH NSW 2750

DRAWING	
PLAN - REFLECTED CEILING	Scale 1:100@A3 Date MARCH 2021 Drawn By PS Check By PA

REVISIONS	
15/04/2021	B CDC APPROVAL
16/04/2021	A PRELIMINARY

NEW WALLS TO SHOP TO BE SOLID BLOCK WALL INTERNALLY UNLESS SPECIFIED OTHERWISE ENSURE WALL CONSTRUCTION IS APPROPRIATE TO LOCAL COUNCIL CODES & AUSTRALIAN STANDARDS	
Date	Issue

LEGEND - ELECTRICAL	
	ITEM NUMBER
	CABLE SIZE
	CABLE TYPE
	HEIGHT ABOVE FFL
	TELEPHONE CABLE FOR EXPOS/INTERNET
	DATA CABLE FOR ET/POS/INTERNET
	POWER OUTLET (SEE DESCRIPTION)
	GENERAL POWER OUTLET
	DOUBLE GENERAL POWER OUTLET
	WATERPROOF POWER OUTLET
	PERMANENT CONNECTION
	ELECTRICAL DISTRIBUTION BOARD
	PORTABLE FIRE EXTINGUISHER & FIRE BLANKET - STICKER
	CONCEALED CABLING CONDUIT

\*\*\* SPECIAL NOTES \*\*\*

CONTRACTOR TO CONFIRM ANY EXISTING ELECTRICAL POINTS CAN BE RETAINED ARE IN GOOD WORKING ORDER.

PROPOSED LAYOUT WILL UTILISE EXISTING LAYOUT IF LESS THAN 5m APART ALL CORE HOLE AND FLOOR CHASING MUST BE APPROVED BY CENTRE MANAGEMENT IN WRITING AND IT IS THE RESPONSIBILITY OF THE APPOINTED SHOPFITTER TO CARRY OUT THE ABOVE MENTIONED WORKS ACCORDINGLY

FOR LOCATION AND SPECIFICATIONS TO BE CHECKED ON SITE. LOCATION IS TENTATIVE ONLY. LOCATE IT WHERE APPROPRIATE ON SITE AND TO BE CONFIRMED BY SHOP FITTER

CLIENT TO CONFIRM SERVICES REQUIRED FOR ALL EQUIPMENT

CONTRACTOR TO CHECK AMPS AND PHASE REQUIRED FOR ALL ELECTRICAL EQUIPMENT

CONTRACTOR TO CONFIRM ALL DIMENSIONS ON SITE PRIOR TO CONSTRUCTION

LOCATION AND QUANTITY OF FIRE EXTINGUISHER AND FIRE BLANKETS ETC TO COMPLY WITH CURRENT ICA REQUIREMENTS

ADDITIONAL POWER POINTS SHOULD BE DISCUSSED ON SITE BETWEEN CLIENT AND BUILDER

ALL GPO COVER PLATES COLOR TO MATCH SURROUNDING FINISHES OF ALL WALLS THAT ARE VISIBLE TO CUSTOMER. ELECTRICIAN TO CONNECT EQUIPMENT TOGETHER TO DOUBLE GPOs WHERE POSSIBLE

ALL CABLES MUST BE CONCEALED

SERVICES PLAN INDICATIVE ONLY  
SHOPFITTER TO CONFIRM ALL SERVICES ON SITE PLANS TO BE READ IN CONJUNCTION WITH LEASE PLANS

GENERAL ELECTRICAL NOTES

1. ALL ELECTRICAL TO BE CHECKED ON SITE THAT THEY COMPLY WITH THE EQUIPMENT AUSTRALIAN STANDARDS, COUNCIL, AND CLIENT

2. SHOPFITTER TO FOLLOW MANUFACTURERS INSTRUCTIONS IN INSTALLATION OF EQUIPMENT

3. CONFIRM WITH CLIENT FOR ANY ADDITIONAL GPO'S. ALL GPO'S & PHONE POINTS TO HAVE A WHITE FINISH

4. CONDENSER UNITS FOR ALL EQUIPMENT ARE TO BE EXACTLY LOCATED. INSTALL IN COMPLIANCE WITH THE MANUFACTURERS' RECOMMENDATIONS

5. SHOPFITTER TO ENSURE THAT AMPERAGE TO ALL GPO'S IS ADEQUATE FOR THE EQUIPMENT NOTED

6. ENSURE DEDICATED POWER IS PROVIDED TO ALL STORAGE. ALL LIGHTING BALLASTS MUST BE ELECTRONIC.

NOTE:  
ALL EXISTING ELECTRICAL SERVICES WHICH NOT DRAWN, TO BE RETAINED/ ALTERED WHERE POSSIBLE, TO COMPLY WITH NEW EQUIPMENT AND AUSTRALIAN STANDARDS

01 PLAN - ELECTRICAL  
A4.4 1:100 @A3

NOTES	
1- A STRUCTURAL ENGINEER'S CERTIFICATE TO BE PROVIDED TO THE LESSOR ON COMPLETION OF TENANCY FITOUT	2- EMERGENCY LIGHTING AND EXIT SIGNS TO COMPLY WITH ICA PART 64 AND AS 2293.1
3- ALL CEILING HEIGHT AND EXISTING SERVICES MUST BE CONFIRMED ON SITE BY PROJECT MANAGER AND/OR SHOPFITTER FOR FINAL MEASUREMENTS	

DESIGNER	
petra Projects	Unit 4, 62 Huron Highway Lansvale NSW 2166 t. 02 9723 4555 e. design@petraequipment.com.au

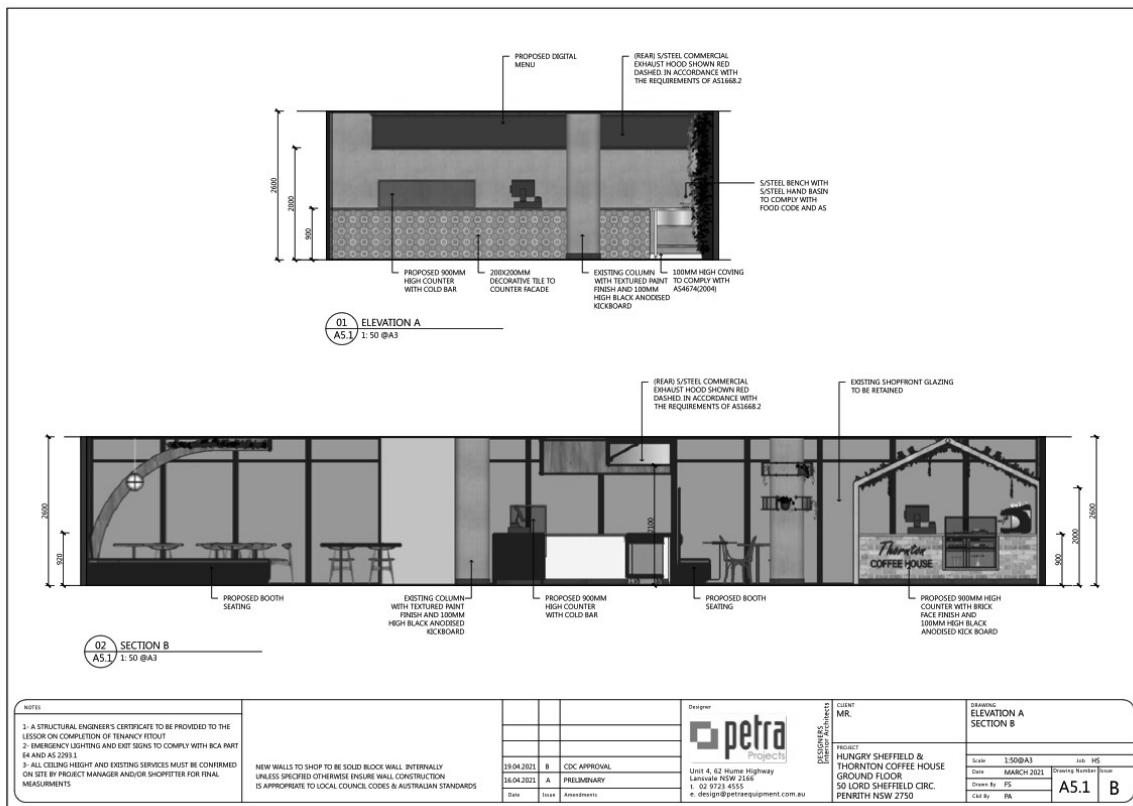
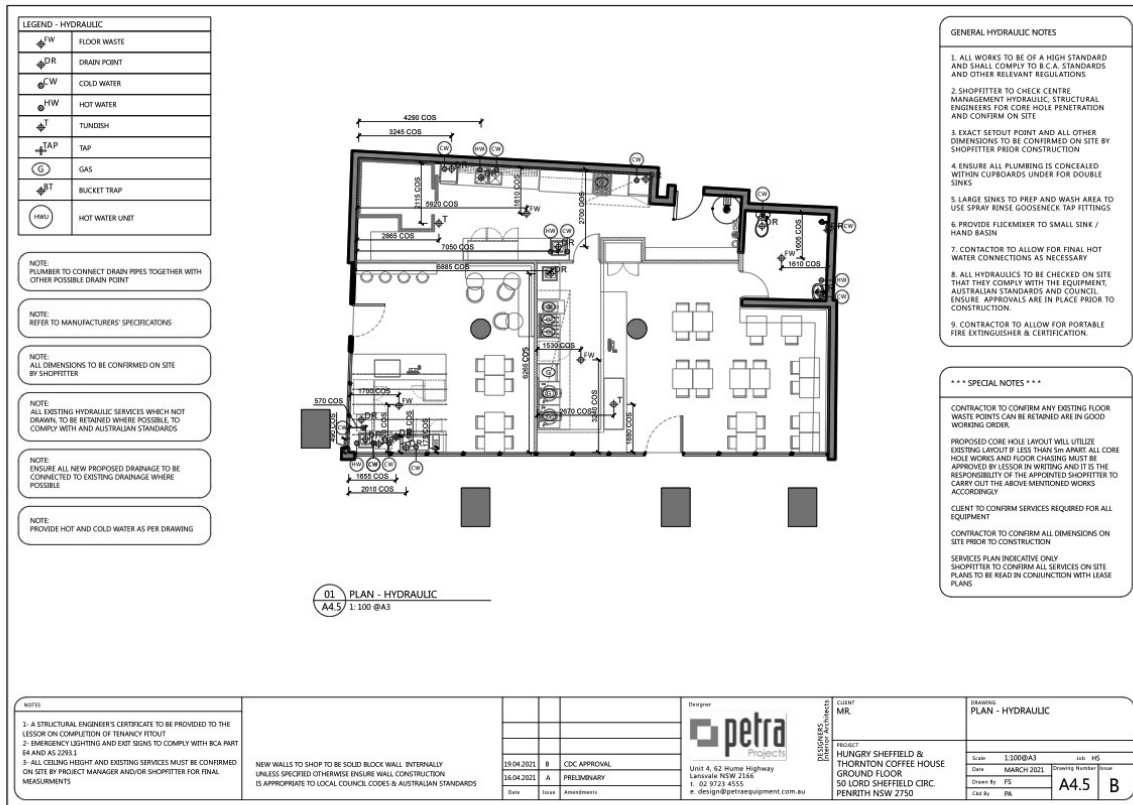
CLIENT	
MR.	PROJECT HUNGRY SHEPHELD & THORNTON COFFEE HOUSE GROUND FLOOR 50 LORD SHEPHELD CIRC. PENRITH NSW 2750

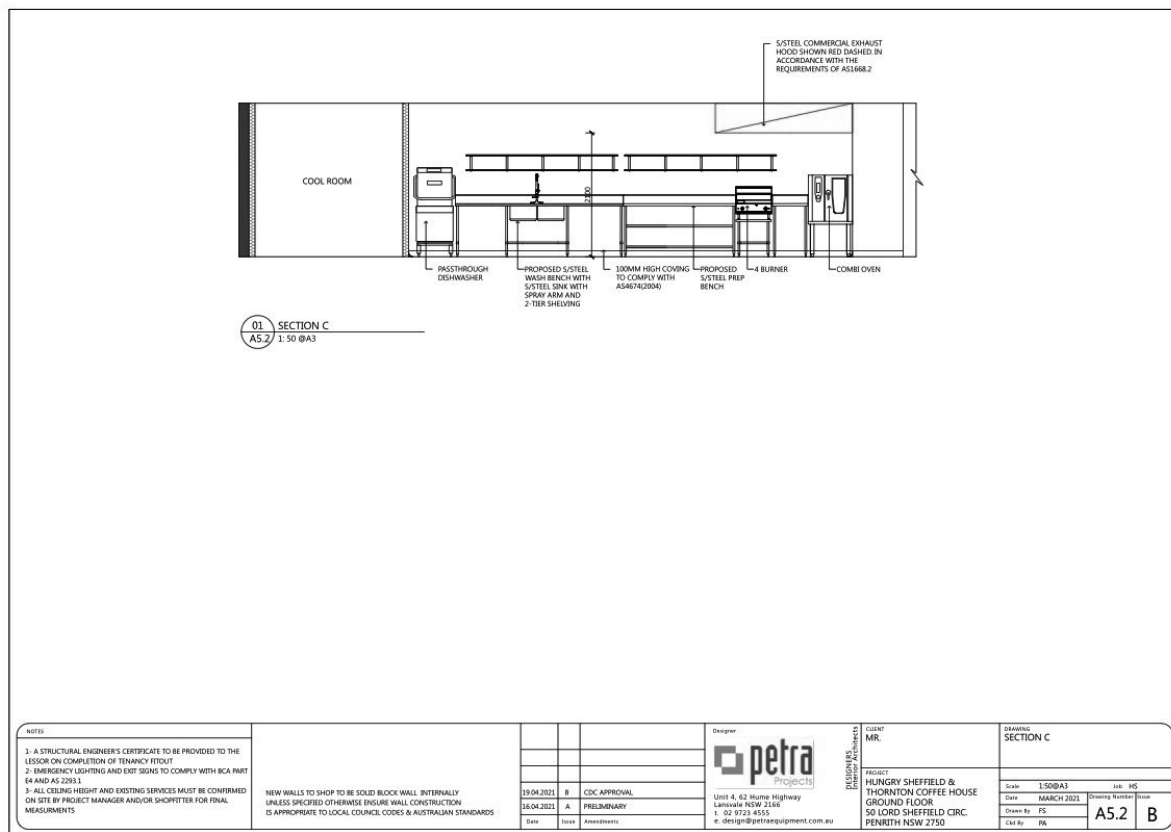
DRAWING	
PLAN - ELECTRICAL	Scale 1:100@A3 Date MARCH 2021 Drawn By PS Check By PA

REVISIONS	
15/04/2021	B CDC APPROVAL
16/04/2021	A PRELIMINARY

NEW WALLS TO SHOP TO BE SOLID BLOCK WALL INTERNALLY UNLESS SPECIFIED OTHERWISE ENSURE WALL CONSTRUCTION IS APPROPRIATE TO LOCAL COUNCIL CODES & AUSTRALIAN STANDARDS	
Date	Issue

EQUIPMENT SCHEDULE	
101	BROASTER CHICKEN MACHINE
102	COLD BAR
103	POS
104	2- DOOR DRINK FRIDGE
105	DEEP FRYER
106	800MM (W) HOTPLATE
107	KERAS MACHINE
108	4 BURNER
109	COMBI OVEN
110	PASTTHROUGH DISHWASHER
111	3DOOR UNDERBENCH FRIDGE
112	CAKE DISPLAY - 900MM (W)
113	2-DOOR UNDERBENCH MILK FRIDGE
114	2 GROUP COFFEE MACHINE
115	COFFEE GRINDER
116	JUG KINSER
117	1-DOOR UNDERBENCH FREEZER
118	2-DOOR UNDERBENCH FRIDGE
119	UNDERBENCH ICE MACHINE
120	UNDERBENCH DISHWASHER





## 58. Short Term Accommodation Restrictions

- 58.1** Subject to any laws, an Owner and Occupier must not enter into any Short Term Accommodation Arrangement.
- 58.2** Notwithstanding bylaw 57.1, an Owner of a Lot, whose Lot is their principal place of residence, may use their Lot for a Short-Term Accommodation Arrangement to accommodate paying guests and visitors from time to time.
- 58.3** Where an Owner of a Lot uses their Lot for a Short-Term Accommodation Arrangement, the Owner must notify the Owners Corporation at least 21 days prior to commencing such an arrangement from their Lot and must ensure any consent from any governing authorities has been obtained.
- 58.4** Where an Owner of a Lot is absent from the Lot, and that Lot is not that Owner's principal place of residence, any Occupier of the Lot, including any paying guests or visitors of the Owner, must be subject to a residential tenancy agreement with an initial term for that Occupier of at least three (3) months.
- 58.5** Where an Owner of a Lot is absent from the Lot and that Lot is not that Owner's principal place of residence, an Owner, or their Occupier, must—
- not use that Lot, for any type of Short-Term Accommodation Arrangement;
  - not advertise or solicit, or permit or authorise any agent, servant or contractor to advertise or solicit for a Short-Term Accommodation Arrangement of less than three (3) months; and
  - not end a residential tenancy agreement less than three (3) months into its term without lawful justification for doing so.

- 58.6** If a Lot is subject to Short-Term Accommodation Arrangement, then the Owner of a Lot must take all reasonable action to restrain any breach of the by-laws, or any other laws, by their paying guests and visitors, and shall be subject to any relevant Act or Regulations, including any Code of Conduct, imposed by any governing authorities.
- 58.7** If an Owner of a Lot, allows any paying guests and visitors to stay on their Lot with the Owner under a Short-Term Accommodation Arrangement, the Owner must take all reasonable actions to make those paying guests and visitors aware of, and must ensure compliance with, the by-laws applicable to the strata scheme, to ensure those paying guests and visitors do not cause a nuisance to any other Owners or Occupiers, or affect the use and enjoyment of their Lot and common property, including that their paying guests and visitors:
- (a) do not make too much noise on the Lot and Common Property as required under By-law 3 (Noise);
  - (b) do not block any residential parking or use visitors parking;
  - (c) do not damage the Common Property; and
  - (d) take steps to ensure rubbish is disposed of correctly.
- 58.8** The Owners Corporation is empowered to impose any reasonable restrictions in respect of any Short-Term Accommodation Arrangement undertaken on a Lot by an Owner on the Strata Scheme.
- 58.9** If an Owner receives more than two (2) notices in two years from the Owners Corporation for breach of the by-laws under s146 of the Act, by their paying guests and visitors, then the Owners Corporation may take action against the Owner to have any rights to accommodate paying guests and visitors under a Short-Term Accommodation Arrangement suspended or revoke in accordance with the Act or any corresponding regulations.
- 58.10** An Owner and Occupier must not:
- (a) not permit the Lot to be occupied by more adults than two adults per bedroom in the Lot;
  - (b) permit any bedroom in the Lot to be occupied by more than two adults; and
  - (c) have more than two beds (other than children's beds or bassinets) in any bedroom.
- 58.11** If the Owners Corporation receives a complaint about a breach of this By-law, an Owner and Occupier must give the Owners Corporation or its delegate immediate access to the Lot for the purpose of monitoring compliance with this By-law.

## **59. Recovery of Costs**

### **A. Recovery of Costs for Damage to the Common Property**

- (1) This by-law provides that the Owners Corporation can, recover from the Owner any Loss to the Owners Corporation caused as a result of the Owner or the Owner's Occupier, or Visitor causing damage to the common property.
  - (2) Any Loss may be recovered by the Owners Corporation from the Owner as a debt due to the Owners Corporation on demand (and include reference of that debt on levy notices of the relevant owner) with interest at the rate of 10% per annum until the Loss is made good.
  - (3) The Owners Corporation must provide sufficient evidence, in the form of video footage, photograph or affidavit to the Owner that the damage to the common property was caused by the Owner or the Owner's Occupier, or Visitor.
-



## **B. Recovery of Costs of Investigation and Lot Maintenance and Repair**

- (1) The Owners Corporation may recover from an Owner the cost of inspection by the Owners Corporation, its agents, employees or contractors, caused by the Owner, or the Owner's tenant(s), failure to provide access to the lot for the purpose of complying with section 122 of the Act, being –
  - (a) work required or authorised to be carried out by the Owners Corporation in accordance with the Act (including work relating to window safety devices as required under section 118 and rectification work carried out under Part 11);
  - (b) work required to be carried out by the Owners Corporation by a notice given to it by a public authority; and
  - (c) work required or authorised to be carried out by the Owners Corporation by an order under the Act.
- (2) The cost for failed inspections as specified under clause B. (1) above, and any fines incurred by the Owners Corporation, will be a debt due to the Owners Corporation on demand, and will be divided between all Owners that –
  - (a) fail to provide access to an authorised person; or
  - (b) the actions of the Owner(s) or their tenant (s), has caused fines to be incurred by the Owners Corporation.
- (3) An Owner will be liable for any costs (legal and/or any other costs) incurred by the Owners Corporation for defending any prosecution for an offence under section 118, 122 and Part 11 of the Act occasioned by the Owner(s) or the Owner's tenant(s), for a failure to provide access to a person authorised to carry out an inspection required to exercise the Owners Corporation function under the Act and any other applicable laws.

## **C. Recovery of Costs for Inspection and Fire Safety Compliance**

- (1) The Owners Corporation may recover from an Owner the cost of inspection by the Owners Corporation, its agents, employees or contractors, caused by the Owner, or the Owner's tenant(s), failure to provide access to the lot for the purpose of complying with section 123 of the Act and for purposes relating to fire safety.
- (2) The Owners Corporation may recover from any Owner all fines incurred for failing to provide an Annual Fire Safety Statement under the *Environmental Planning and Assessment Regulations 2000* occasioned by the Owner for a failure to provide access to a person authorised to carry out an inspection under the *Environmental Planning and Assessment Act 1979*.
- (3) The cost for failed inspections as specified under clause C. (1) and (2) above, and any fines incurred by the Owners Corporation, will be a debt due to the Owners Corporation on demand, and will be divided between all Owners that –
  - (a) fail to provide access to an authorised person; or
  - (b) the actions of the Owner(s) or their tenant (s), has caused fines to be incurred by the Owners Corporation.
- (4) An Owner will be liable for any costs (legal and/or any other costs) incurred by the Owners Corporation for defending any prosecution for an offence under section 123 of the Act occasioned by the Owner(s) or the Owner's tenant(s), for a failure to provide access to a person authorised to carry out an inspection required to exercise the Owners Corporation function under the Act and any other applicable laws.

#### **D. False Fire Alarm Fees**

- (1) The Owners Corporation may recover from any Owner or Occupier of a lot, as a debt due to the Owners Corporation on demand on the Owner's levy account, any chargeable False Alarm fees imposed by the Commissioner under the *Fire Brigades Regulation 2008* occasioned by an Owner or Occupier.
- (2) The Owners Corporation may recover from any Owner or Occupier of a lot, as a debt due to the Owners Corporation on demand on the Owner's levy account, any costs associated with the False Alarm caused by the Owner or Occupier, including any damage to the common property, such as the removal or damage of a door to access a lot or the common property, occasioned as a result of the False Alarm.

#### **E. Insurance Excess**

- (1) An Owner shall be responsible to pay any insurance excess incurred by the Owners Corporation in respect of any Lot Property Item, except where the damage occurred because of the Owners Corporation's particular negligent action(s) or failure to maintain the common property.
- (2) The Owners Corporation reserves the right to recovery the insurance excess referred to in clause D. (1) of this by-law on the levy account of the Owner directly responsible for the insurance excess incurred and any additional payments must be paid by the Owner within seven (7) days of notice in writing from the Owners Corporation.

#### **F. Defined Terms and Interpretation**

- (1) "**Act**" means the *Strata Schemes Management Act 2015* and any subsequent legislation.
- (2) "**False Alarm**" means false alarm resulting from any activation of the fire control alarm except in the course of a test of which prior notice was given to a fire brigade officer and that the Commissioner is satisfied was properly carried out, and it is the second or subsequent occasion of any such false alarm by the alarm during any period of 60 days.
- (3) "**Loss**" means any of the following –
  - (a) the cost of repair and/or reinstatement of the common property incurred by the Owners Corporation as a result of the Owner or the Owner's occupier, tenant or visitor causing damage to the common property and or the Owners Corporation's personal property;
  - (b) any clean-up costs incurred by the Owners Corporation as a result of the Owner or the Owner's occupier, tenant or visitor causing damage to the common property and or the Owners Corporation's personal property;
  - (c) any rubbish removal costs incurred by the Owners Corporation as a result of the Owner or the Owner's occupier, tenant or visitor keeping, depositing, storing or dumping any item on the common property, where the Owners Corporation have given reasonable notice requesting removal and that Owner or the Owner's occupier or tenant does not remove such item;
  - (d) administration costs to the Owners Corporation incurred in managing and resolving any damage or loss caused to the common property and or the Owners Corporation's personal property; and
  - (e) any other reasonable costs incurred by the Owners Corporation as a result of the Owner or the Owner's occupier, tenant or visitor causing damage to the common property and or the Owners Corporation's personal property.

- (4) **"Lot Property Item"** means an item that is only used by one lot owner, including –
- (a) Air conditioning units, garage doors, hot water units and any other lot owner's fixtures and improvements which are the lot owner's responsibility under the Registered By-laws of the scheme, and by virtue of Strata's Residential Strata insurance policy definitions, are not insurable items in terms of the Owner's Home Contents insurance policy, and which are insured in the terms of the Strata's Residential Strata insurance policy;
  - (b) Building Works undertaken by a lot owner which were unauthorised and /or are approved by the Owners Corporation under the Registered By-laws and insured in terms of the Strata's Residential Strata insurance policy.
  - (c) Items or actions which the Owner would be responsible that cause damage to the Lot and common property, such as failure to replace old flexi hoses, items left in sink / drains which cause blocking or flooding, throwing nappies or other non-flushable items in the toilet, damage caused by Owner's vehicles and other actions causing damage as a direct result of the Owner or their Occupier's actions.
- (5) **"Owner"** means any Owner or Owners of a lot from time to time on strata plan 96468.
- (6) **"Occupier"** means an occupier, tenant, lessee, licensee, sub-lessee, or sub-licensee of a lot from time to time on strata plan 96468.
- (7) **"Visitor"** means an invitee of the Owner or Occupier on strata plan 96468.
- (8) In this by-law, **"failure to provide access"** also includes any Owner who refuses to allow access or could not be contacted by the Owners Corporation.
- (9) In this by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this by-law;
  - (b) words importing the singular include the plural and vice versa;
  - (c) words importing a gender include any gender;
  - (d) words defined in the Act have the meaning given to them in the Act; and
  - (e) references to legislation includes references to amending and replacing legislation.
- (10) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

The seal of The Owners-Strata Plan No 96468 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(s): Phillip Court .....

Electronic signature of me, Phillip Court, affixed by me on

Name(s) [use block letters]: Phillip Court .....

Authority:..... Strata Managing Agent .....



**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

Property No: 802764  
Your Reference: Moonkkang-#172612892#  
Contact No.

Issue Date: 11 September 2025  
Certificate No: 25/04590

Issued to: Infotrack Pty Ltd  
Level 8 135 King Street  
SYDNEY NSW 2000

PRECINCT 2010

**DESCRIPTION OF LAND**

**County: CUMBERLAND**

**Parish: CASTLEREAGH**

**Location:** 709/26A Lord Sheffield Circuit PENRITH NSW 2750

**Land Description:** Lot 124 SP 96468

**- 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

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State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis*.  
State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development*.  
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development*.  
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land*.  
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries*.  
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.  
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.  
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities*.  
State Environmental Planning Policy (Sustainable Buildings) 2022  
State Environmental Planning Policy (Biodiversity and Conservation) 2021, *Chapter 13 - Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

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

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

A Planning Proposal to amend Penrith Local Environmental Plan 2010 (LEP 2010) applies to this land. The Planning Proposal - Employment Zones review, seeks to amend LEP 2010 to align with Council's review of employment lands across the city. See [www.yoursaypenrith.com.au](http://www.yoursaypenrith.com.au) for details.

Draft State Environmental Planning Policy (Housing) 2021 applies to this land.

Draft State Environmental Planning Policy (Transport and Infrastructure) 2021 applies to this land.

Draft State Environmental Planning Policy (Planning Systems) 2021 applies to this land.

Draft State Environmental Planning Policy (Precincts - Western Parkland City) 2021 applies to this land.

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

Draft State Environmental Planning Policy (Biodiversity and Conservation) 2021 applies to this land.

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### **2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS**

*For each environmental planning instrument or draft environmental planning instrument referred that includes the land in a zone (however described):*

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

#### **Zone E1 Local Centre (Penrith Local Environmental Plan 2010)**

##### **1 Objectives of zone**

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To provide retail facilities for the local community commensurate with the centre's role in the local and regional retail hierarchy.
- To create opportunities to improve the public domain and encourage the integration of centres with public transport and pedestrian networks.
- To promote development that is of a size and scale that is appropriate to meet local needs and does not adversely affect the amenity or character of the surrounding residential neighbourhood.

##### **2 Permitted without consent.**

Home occupations

##### **3 Permitted with consent.**

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Environmental protection works; Flood mitigation works; Function centres; Home businesses; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals

##### **4 Prohibited**

Any other development not specified in item 2 or 3

**Note:** On 26 April 2023, the NSW Government made changes to clause 2.1 Land use zones of the Standard Instrument - Principal Local Environmental Plan (2006). All Business zones B1, B2, B3, B4, B5, B6, B7 and B8 along with Industrial zones IN1, IN2, IN3 and IN4 have now been replaced with

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

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Employment zones E1, E2, E3, E4, E5, MU1, SP4, SP5 and W4 respectively. This change occurred across all standardised local environmental plans that are in force across New South Wales.

### ***2(c) whether additional permitted uses apply to the land,***

(Information is provided in this section only if environmental planning instruments apply additional permitted use provisions to this land.)

#### **Use of certain land at Lord Sheffield Circuit, Penrith**

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

#### **Additional information relating to Penrith Local Environmental Plan 2010**

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

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

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

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

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

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

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

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

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

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

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

***2(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.***

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

***2(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016***

(Information is provided in this section only if the land is identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.)

***2(f) whether the land is in a conservation area, however described:***

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

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

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

### **3 CONTRIBUTIONS PLANS**

***The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:***

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith excluding land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *St Marys*, Waterside, Thornton, the WELL Precinct, Glenmore Park Stage 1 and 2, and Erskine Park) and land identified by Glenmore Park Stage



## **PLANNING CERTIFICATE UNDER SECTION 10.7**

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3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site and land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

The Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies to the Greater Sydney region which includes the Penrith Local Government Area, with the exception of the Western Sydney Aerotropolis Precinct. Please refer to [www.legislation.nsw.gov.au](http://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**

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### ***PATTERN BOOK DEVELOPMENT CODE***

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

Complying development under the Pattern Book Development Code may be carried out on the land if the land is within one of the abovementioned zones.

### ***GREENFIELD HOUSING CODE***

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

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

### ***HOUSING ALTERATIONS CODE***

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

### ***GENERAL DEVELOPMENT CODE***

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

### ***INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE***

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

### ***INDUSTRIAL AND BUSINESS BUILDINGS CODE***

(The Industrial and Business Buildings Code only applies if the land is within E1, E2, E3, E4, E5, MU1, B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3 IN4, SP1, SP2, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Industrial and Business Buildings Code may be carried out on the land.

### ***CONTAINER RECYCLING FACILITIES CODE***

(The Container Recycling Facilities Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, E1, E2, E3, E4, E5, MU1, IN1, IN2, IN3, IN4, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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Complying development under the Container Recycling Facilities Code may be carried out on the land.

### ***SUBDIVISIONS CODE***

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

### ***DEMOLITION CODE***

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

### ***AGRITOURISM AND FARM STAY ACCOMMODATION CODE***

(The Agritourism and Farm Stay Accommodation Code only applies if the land is within Zones RU1, RU2 and RU4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Agritourism and Farm Stay Accommodation Code may be carried out on the land.

### ***FIRE SAFETY CODE***

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

### ***NOTE:***

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

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

## ***5 EXEMPT DEVELOPMENT***

### ***GENERAL EXEMPT DEVELOPMENT CODE***

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

### ***ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE***

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

### ***TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE***

Exempt development under the Temporary Use and Structures Exempt Development Code may be carried out on the land

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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### **6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(Information is provided in this section only if Council is aware that an affected building notice or a building product rectification order in force for the land that has not been fully complied with, or a notice of intention to make a building product rectification order given in relation to the land is outstanding.)

### **7 LAND RESERVED FOR ACQUISITION**

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

### **8 ROAD WIDENING AND ROAD REALIGNMENT**

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

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

### **9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

***(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.***

Yes, the land or part of the land is within the flood planning area and subject to flood related development controls.

***(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.***

Yes, the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

**Note** - The land is subject to Clause 5.21 in Penrith Local Environmental Plan 2010 and Penrith Development Control Plan 2014 Section C3.5 Flood Planning. On application and payment of the prescribed fee Council may be able to provide in writing a range of advice in regard to the extent of flooding affecting the land.

### **10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

#### **(a) Council Policies**

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

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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

### **(b) Other Public Authority Policies**

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

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

### ***11 BUSH FIRE PRONE LAND***

The land is not identified as bush fire prone land, under section 10.3 of the Act.

### ***12 LOOSE FILL ASBESTOS INSULATION***

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

### ***13 MINE SUBSIDENCE***

The land is not declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

### ***14 PAPER SUBDIVISION INFORMATION***

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

### ***15 PROPERTY VEGETATION PLANS***

(Information is provided in this section only where a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 3, but only where Council has been notified of the existence of a plan, by the person or body that approved the plan under that Act.)

### ***16 BIODIVERSITY STEWARDSHIP SITES***

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 relates.)

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

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**Note** - Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

***17 BIODIVERSITY CERTIFIED LAND***

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.)

**Note** - Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

***18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006***

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

***19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS***

(Information is provided in this section only If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.)

***20 WESTERN SYDNEY AEROTROPOLIS***

Whether the land is subject to planning considerations under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4:

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Shown on the Lighting Intensity and Wind Shear Map	No
(c)	Shown on the Obstacle Limitation Surface Map	No
(d)	In the “public safety area” on the Public Safety Area Map	No
(e)	In the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	No

***21 DEVELOPMENT CONSENT FOR SENIORS HOUSING***

(Information is provided in this section only If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).)

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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### **22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(Information is provided in this section only if:

(1) there is a current site compatibility certificate under the *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which council is aware, in respect of proposed development on the land; and/or

(2) *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land and conditions of a development consent in relation to the land that are of a kind referred to in the Policy, section 21(1) or 40(1).

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).)

### **23 WATER OR SEWERAGE SERVICES**

Water or sewerage services under the Water Industry Competition Act 2006 (WIC Act) are not required to be provided on this land.

### **24 SPECIAL ENTERTAINMENT PRECINCT**

(Information is provided in this section only if any part of the land is located within a special entertainment precinct as defined in section 202B of the *Local Government Act 1993*.)

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

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

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

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

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

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



**PLANNING CERTIFICATE UNDER SECTION 10.7**

**Environmental Planning and Assessment Act, 1979**

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

Note:

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

Additional matters that consent authority must consider

Clause 61(6) of *Environmental Planning and Assessment Regulation 2021* (the Regulation) applies to the land. Relevantly this clause provides:

*(6) In determining a development application for development for the erection of a building for residential purposes on land in Penrith City Centre, within the meaning of Penrith Local Environmental Plan 2010, the consent authority must consider the Development Assessment Guideline: An Adaptive Response to Flood Risk Management for Residential Development in the Penrith City Centre published by the Department on 28 June 2019.*

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

Clause 61(1)-(6) of the Regulation may also apply to the land.



**PLANNING CERTIFICATE UNDER SECTION 10.7**

**Environmental Planning and Assessment Act, 1979**

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**Notes:**

The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2021.

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

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

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

Contact Council for details as to obtaining the additional information.

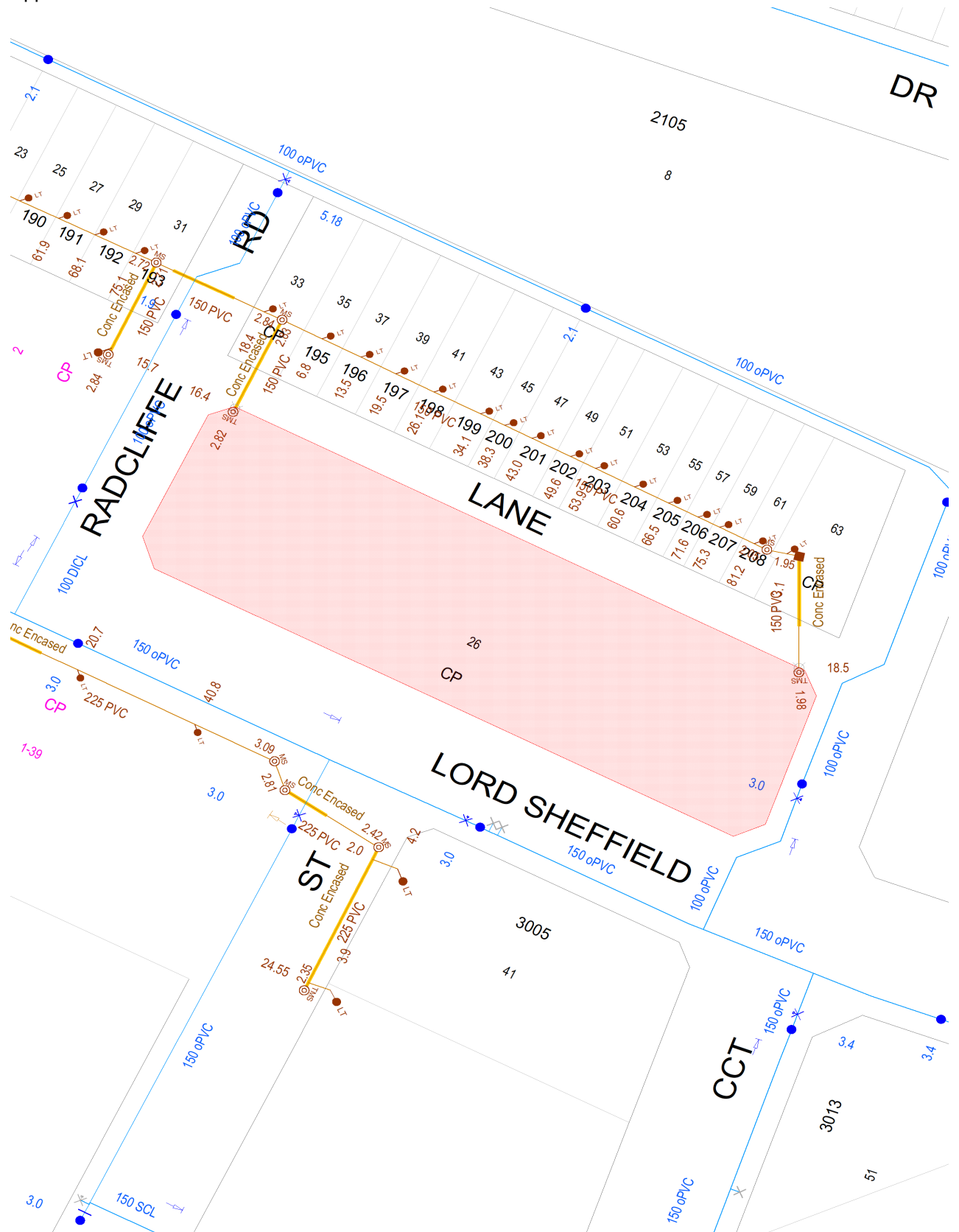
**Andrew Moore**  
**General Manager**

per



# Service Location Print

Application Number: 8004616041



# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

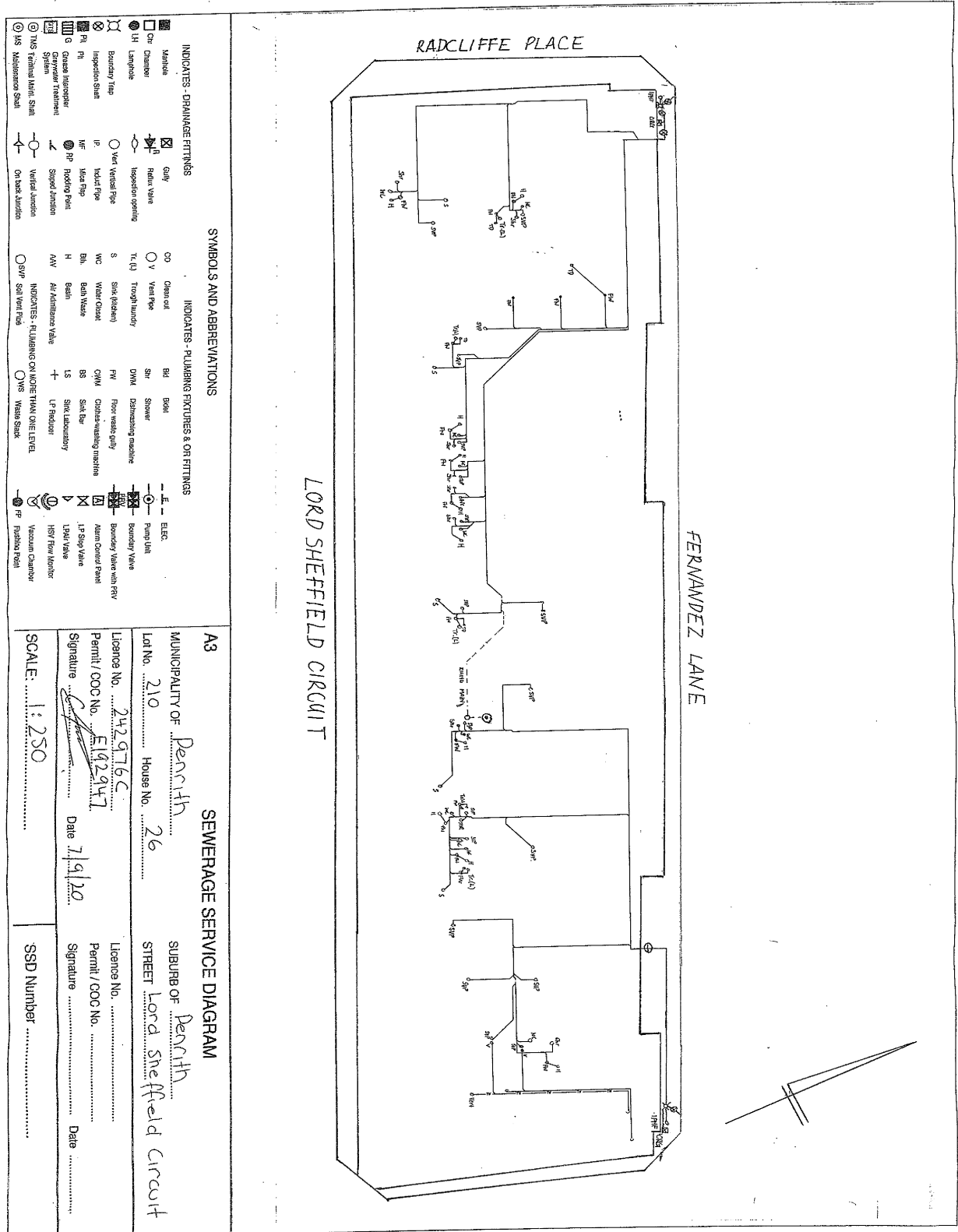
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Sewer Service Diagram

Application Number: 8004616054



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## 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**.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:       Unit  
Dated:

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

**Affectations, notices and claims**

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

#### **Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

#### **Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?



**Capacity**

45. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.