

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Southlands Estate Agents Shop 9/2 Birmingham Road, South Penrith, NSW 2750	Phone: 02 4721 1111 Ref: Ali Khanchedar
co-agent		
vendor		
vendor's solicitor	Wilsons Solicitors 51 Lemongrove Road, Penrith NSW 2750 PO Box 291, Penrith NSW 2751	Phone: 0247315311 Email: cathy@dw.legal Fax: (02) 4731 2897 Ref: CR:13669
date for completion	28 th day after the Contract date	(clause 15)
land (address, plan details and title reference)	26/9 Birmingham Road, South Penrith, New South Wales 2750 Registered Plan: Lot 26 Plan SP 44219 Folio Identifier 26/SP44219	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☒ carport ☐ home unit ☐ car space ☐ storage space ☐ none ☒ other: Villa	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.			
inclusions	☒ S/S air conditioning	☒ clothes line	☒ fixed floor coverings
	☒ range hood	☒ blinds	☒ curtains
	☒ insect screens	☒ built-in wardrobes	☐ dishwasher
	☒ light fittings	☒ ceiling fans	☐ EV charger
	☒ stove	☐ pool equipment	☒ TV antenna
exclusions	☒ other: Smoke alarms		
purchaser			
purchaser's solicitor			
price	\$		
deposit	\$	(10% of the price, unless otherwise stated)	
balance	\$		
contract date		(if not stated, the date this contract was made)	

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
Signed by _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
_____ Signature of authorised person	_____ Signature of authorised person												
_____ Name of authorised person	_____ Name of authorised person												
_____ Office held	_____ Office held												
_____ Signature of authorised person	_____ Signature of authorised person												
_____ Name of authorised person	_____ Name of authorised person												
_____ Office held	_____ Office held												

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 exception, in the space below):

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment**
(GST residential withholding payment)☐ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (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 ☒ 1 property certificate for the land ☐ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☒ 33 property certificate for strata common property ☒ 34 plan creating strata common property ☒ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 1989 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to off the plan contract Other ☐ 60
---	---

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

Stanton & Taylor Strata Management
1/314 High Street, Penrith NSW 2750
Phone: 02 4721 2444

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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 – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

26/19 BIRMINGHAM RD, SOUTH PEABURY 250

SPECIAL CONDITIONS
ANNEXED TO CONTRACT FOR THE SALE OF LAND

Vendor: Annette SMITH and David John SMITH

Purchaser:

Property: 26/9 Birmingham Road, South Penrith NSW 2750

1. INTERPRETATIONS

- 1.1 The terms of the printed form of Contract to which these additional conditions are annexed shall be read subject to the following:
- 1.1.1 if there is a conflict between these additional conditions and the printed form of Contract, then the additional conditions shall prevail;
 - 1.1.2 in the interpretation of these conditions, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing gender shall include any other gender;
 - 1.1.3 the parties agree that should any provision be held to be contrary to the law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect; and
 - 1.1.4 any headings within these additional conditions are provided for ease of reference only.

2. AMENDMENTS TO PRINTED FORM OF CONTRACT

- 2.1 Clause 8.1.1 in the printed form shall be amended to "The Vendor is, on any grounds, unable or unwilling to comply with *requisitions*".
- 2.2 Clause 8.2.2 in the printed form is deleted in its entirety.
- 2.3 Clause 14.4.2 in the printed form is deleted in its entirety.
- 2.4 Clause 16.5 in the printed form shall be amended by removing the words "plus another 20% of that fee".
- 2.5 Clause 16.8 in the printed form shall be amended to "If the Vendor requires more than 7 settlement cheques, the Vendor must pay \$10.00 for each extra settlement cheque".

3. WARRANTY IN RESPECT OF AGENT

- 3.1 The Purchaser warrants to the Vendor that they were not introduced to the Vendor or the property by any other person or agent (if any) other than that disclosed on the front page of this Contract and indemnifies the Vendor against any claim for commission or compensation by any such other party and all costs and expenses incidental to defending such a claim. This clause shall not merge on completion.
- 3.2 The Vendor warrants that they do not have an agency agreement with any agent other than the agent shown on the Contract.

4. CONDITION AND STATE OF REPAIR

- 4.1 The Purchaser acknowledges that the property is being sold in its present condition and state of repair and subject to any infestation and dilapidation, and as a result of their own personal inspection. The Purchaser is satisfied as to same, and cannot make any requisition or claim, or delay completion or rescind the Contract because of the above. Further to this the Purchaser acknowledges that the furnishings and chattels referred to in the particulars in this Contract are purchased in their present condition subject to fair wear and tear and that they will not require the Vendor to do anything whatsoever in relation thereto.

5. RESCISSION DUE TO INCAPACITY OR DEATH

- 5.1 Without any manner limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been include herein should either party prior to completion die or become mentally ill then either party may rescind this agreement.

6. DELAY OF COMPLETION

- 6.1 In the event that settlement is cancelled due to the default of the Purchaser, or any of their related parties, the Purchaser shall allow to the Vendor an amount of \$150.00 for rescheduling settlement and associated agency fees via the settlement adjustment figures.
- 6.2 After the completion date, either party will be entitled to serve a Notice to Complete on the other party requiring completion of the Contract within fourteen (14) days from the date of service. Service of such notice within such time shall be deemed to be time of the essence. The parties agree that fourteen (14) days is reasonable and sufficient notice. The party issuing such a Notice to Complete shall be at liberty to withdraw the Notice without prejudicing their continuing right to give any further notice.
- 6.3 In the event that the Vendor is the party entitle to serve a Notice to Complete pursuant to the above clause, the Purchaser must pay as an adjustment on Completion the sum

of \$220.00 (inclusive of GST) representing agreed expenses incurred by the Vendor for the drafting, engrossing and serving a Notice to Complete upon the Purchaser.

- 6.4 It is agreed that in the event of completion not occurring by the due date for any reason not attributed to the Vendor, the Purchaser agrees to pay the Vendor interest on the balance of the purchase monies at the rate of 10% per annum calculated on a daily basis from the due date of completion to the date of actual completion. It is agreed that this rate represents a genuine estimate of the Vendors loss due to the delay in completion.

7. PURCHASER'S WARRANTIES & ACKNOWLEDGMENTS

- 7.1 Notwithstanding any other provision of this Contract if the deposit paid or agreed to be paid is less than ten percent (10%) of the purchase price, the Purchaser agrees that in the event of default by the Purchaser, the Vendor shall be entitled to claim liquidated damages equivalent to 10% of the purchase price.
- 7.2 The Purchaser warrants to the Vendor that no representation has been made about the property by the Vendor, their agent, or their representatives other than that disclosed in this Contract.
- 7.3 The Purchaser acknowledges that the title particulars provided in this Contract are sufficient particulars of title to enable the Vendor to prepare appropriate dealings and give effect to the Contract.
- 7.4 The Purchaser warrants that they do not require finance to purchase the property or that they have obtained approval for finance to purchase the property on terms reasonable to the Purchaser and they acknowledge that as a result of making this disclosure they cannot terminate this Contract pursuant to the Consumer Credit (New South Wales) Code.
- 7.5 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* do not apply to the Purchaser or to this purchase. In the event of breach of this warranty, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered thereby.

8. BUILDING CERTIFICATE

- 8.1 The Vendor does not hold a Building Certificate.
- 8.2 Subject to any legislation which cannot be excluded, the Purchaser acknowledges that this Contract is not conditional upon the issue by the Local Council of a Building Certificate and should the Purchasers apply for Building Certificate prior to, at the date of this Contract or after the date thereof, and the Council issues a notice, refuses to

issue a Certificate for any reason or informs the Purchaser of work to be done before the Certificate will be issued, the Purchaser shall not be entitled to rescind or terminate the Contract and shall not require the Vendor to comply with the notice, remedy the reason, or do the work, and such compliance, remedy or work shall be undertaken by the Purchaser at their expense.

9. DRAINAGE DIAGRAM

- 9.1 It is no way represented that a copy of the Drainage Diagram if annexed hereto necessarily discloses all the pipes and mains which may run through the property. The Purchaser shall make no objection, requisition or claim for compensation in respect thereof.

10. RELEASE OF DEPOSIT

- 10.1 Notwithstanding any other provision in this Contract, in the event that the Vendor prior to settlement requires a release of the deposit paid herein for any of the following reasons:

- 10.1.1 to pay the deposit for the purchase of another property;
- 10.1.2 to pay the stamp duty in relation to the purchase of another property;
- 10.1.3 to balance the balance of purchase monies for the purchase of any other property; or
- 10.1.4 to discharge part or all of the mortgage(s) on this property upon completion of this Contract;

then the Purchaser herein agrees to release so much of the deposit as is required by the Vendor on the request of the solicitor of the Vendor without delay, and the Purchaser herein authorises the stakeholder (if any) when requested by the Vendor's solicitor to release part or all of the deposit (without production of any further authority than a copy of this Special Condition). NO further authority or consent will be required from the Purchaser.

11. SOLICITOR/CONVEYANCER AUTHORITY

- 11.1 Each party hereto authorises its solicitor/conveyancer or any employee of that solicitor/conveyancer to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexures so added shall form part of this contract as if same had been annexed at the time of execution.

12. POSSESSION OF PROPERTY PRIOR TO SETTLEMENT

- 12.1 The parties agree that should the Vendor allow the purchaser to occupy the property prior to completion and no rental fee is agreed in writing, then the amount shall be 0.1% of purchase price herein per week until completion and should completion not be effected in accordance with the completion date then this amount shall be increased to 0.2% of the price herein. The parties further agree that the Council and Water Rates shall be adjusted from the date of the Purchasers occupation.

13. SURVEY REPORT

- 13.1 The Vendor does not have a survey report and the Purchaser is not entitled to require the Vendor to:
- 13.1.1 apply for or do anything to obtain a survey report; or
 - 13.1.2 delay completion in order to obtain a survey report
- 13.2 Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a survey report.

14. ADJUSTMENTS ON COMPLETION

- 14.1 Should an error occur in the adjustments to be made on completion pursuant to Clause 14 of the Contract then notwithstanding Clause 14.2 the parties' obligations under Clause 14 shall not merge on completion.



FOLIO: 26/SP44219

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
2/5/2023	9:24 AM	6	11/7/2019

LAND

LOT 26 IN STRATA PLAN 44219
AT PENRITH
LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

ANNETTE SMITH
DAVID JOHN SMITH
AS JOINT TENANTS (T AP388070)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP44217
2 AP388071 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

COUNCIL'S CERTIFICATE 43/9b

The Council of the City of Merseyside, being the Council of the City of Merseyside, do hereby certify that the Plan is a valid and lawful Plan for the purposes of the Statute in that it is in conformity with the requirements of the Statute and that the Plan is in conformity with the requirements of the Statute and that the Plan is in conformity with the requirements of the Statute.

THE STRATA PLAN IS PART OF A DEVELOPMENT SCHEME. THE COUNCIL IS SATISFIED THAT THE PLAN IS CONSISTENT WITH ANY CONDITIONS OF THE DEVELOPMENT SCHEME AND THE PLAN DOES NOT AFFECT TO THE STAGE OF THE DEVELOPMENT SCHEME TO WHICH IT RELATES.

Subdivision No. **S.60836**

Completed on or before 1st September 1993

SIGNED by me **TOM FLOOD** Senior Conveyancing Officer at Direction of the New South Wales Land and Planning Corporation and I hereby certify that I have no notice of any objection.

PLAN OF SUBDIVISION OF LOT 12 IN STRATA PLAN NO. 44217

STRATA PLAN 44219

Registered: **13.7.1993**

C.A.: No. 60836 of 2.5.90

Purpose: **STRATA PLAN OF SUBDIVISION**

Ref. Map: **U4460-92**

Last Plan: **SP44217**

Parish: **MULGOA** County: **CUMBERLAND**

City: **MARYSHIRE** Locality: **PENRITH**

Reduction Ratio 1:

Lengths are in metres **(m)**

Name of, and address for service of notices on, the body corporate

* Address required on original strata plan only

THE PROCEEDINGS OF STRATA PLAN 44217

SCHEDULE OF UNIT ENTITLEMENT

LOT NO.	ENTITLEMENT
73	33
74	33
75	33
76	33
77	33
78	33
79	33
80	33
81	33
82	33
83	33
AGGREGATE	330

Signatures, seals and statements of intention to create easements or restrictions as to use.

1. The survey information included in the accompanying location plan is accurate.

2. The survey information included in the accompanying location plan is accurate.

3. The survey information included in the accompanying location plan is accurate.

4. The survey information included in the accompanying location plan is accurate.

5. The survey information included in the accompanying location plan is accurate.

6. The survey information included in the accompanying location plan is accurate.

7. The survey information included in the accompanying location plan is accurate.

8. The survey information included in the accompanying location plan is accurate.

9. The survey information included in the accompanying location plan is accurate.

10. The survey information included in the accompanying location plan is accurate.

11. The survey information included in the accompanying location plan is accurate.

12. The survey information included in the accompanying location plan is accurate.

13. The survey information included in the accompanying location plan is accurate.

14. The survey information included in the accompanying location plan is accurate.

15. The survey information included in the accompanying location plan is accurate.

16. The survey information included in the accompanying location plan is accurate.

17. The survey information included in the accompanying location plan is accurate.

18. The survey information included in the accompanying location plan is accurate.

19. The survey information included in the accompanying location plan is accurate.

20. The survey information included in the accompanying location plan is accurate.

21. The survey information included in the accompanying location plan is accurate.

22. The survey information included in the accompanying location plan is accurate.

23. The survey information included in the accompanying location plan is accurate.

24. The survey information included in the accompanying location plan is accurate.

25. The survey information included in the accompanying location plan is accurate.

26. The survey information included in the accompanying location plan is accurate.

27. The survey information included in the accompanying location plan is accurate.

28. The survey information included in the accompanying location plan is accurate.

29. The survey information included in the accompanying location plan is accurate.

30. The survey information included in the accompanying location plan is accurate.

31. The survey information included in the accompanying location plan is accurate.

32. The survey information included in the accompanying location plan is accurate.

33. The survey information included in the accompanying location plan is accurate.

34. The survey information included in the accompanying location plan is accurate.

35. The survey information included in the accompanying location plan is accurate.

36. The survey information included in the accompanying location plan is accurate.

37. The survey information included in the accompanying location plan is accurate.

38. The survey information included in the accompanying location plan is accurate.

39. The survey information included in the accompanying location plan is accurate.

40. The survey information included in the accompanying location plan is accurate.

41. The survey information included in the accompanying location plan is accurate.

42. The survey information included in the accompanying location plan is accurate.

43. The survey information included in the accompanying location plan is accurate.

44. The survey information included in the accompanying location plan is accurate.

45. The survey information included in the accompanying location plan is accurate.

46. The survey information included in the accompanying location plan is accurate.

47. The survey information included in the accompanying location plan is accurate.

48. The survey information included in the accompanying location plan is accurate.

49. The survey information included in the accompanying location plan is accurate.

50. The survey information included in the accompanying location plan is accurate.

51. The survey information included in the accompanying location plan is accurate.

52. The survey information included in the accompanying location plan is accurate.

53. The survey information included in the accompanying location plan is accurate.

54. The survey information included in the accompanying location plan is accurate.

55. The survey information included in the accompanying location plan is accurate.

56. The survey information included in the accompanying location plan is accurate.

57. The survey information included in the accompanying location plan is accurate.

58. The survey information included in the accompanying location plan is accurate.

59. The survey information included in the accompanying location plan is accurate.

60. The survey information included in the accompanying location plan is accurate.

61. The survey information included in the accompanying location plan is accurate.

62. The survey information included in the accompanying location plan is accurate.

63. The survey information included in the accompanying location plan is accurate.

64. The survey information included in the accompanying location plan is accurate.

65. The survey information included in the accompanying location plan is accurate.

66. The survey information included in the accompanying location plan is accurate.

67. The survey information included in the accompanying location plan is accurate.

68. The survey information included in the accompanying location plan is accurate.

69. The survey information included in the accompanying location plan is accurate.

70. The survey information included in the accompanying location plan is accurate.

71. The survey information included in the accompanying location plan is accurate.

72. The survey information included in the accompanying location plan is accurate.

73. The survey information included in the accompanying location plan is accurate.

74. The survey information included in the accompanying location plan is accurate.

75. The survey information included in the accompanying location plan is accurate.

76. The survey information included in the accompanying location plan is accurate.

77. The survey information included in the accompanying location plan is accurate.

78. The survey information included in the accompanying location plan is accurate.

79. The survey information included in the accompanying location plan is accurate.

80. The survey information included in the accompanying location plan is accurate.

81. The survey information included in the accompanying location plan is accurate.

82. The survey information included in the accompanying location plan is accurate.

83. The survey information included in the accompanying location plan is accurate.

84. The survey information included in the accompanying location plan is accurate.

85. The survey information included in the accompanying location plan is accurate.

86. The survey information included in the accompanying location plan is accurate.

87. The survey information included in the accompanying location plan is accurate.

88. The survey information included in the accompanying location plan is accurate.

89. The survey information included in the accompanying location plan is accurate.

90. The survey information included in the accompanying location plan is accurate.

91. The survey information included in the accompanying location plan is accurate.

92. The survey information included in the accompanying location plan is accurate.

93. The survey information included in the accompanying location plan is accurate.

94. The survey information included in the accompanying location plan is accurate.

95. The survey information included in the accompanying location plan is accurate.

96. The survey information included in the accompanying location plan is accurate.

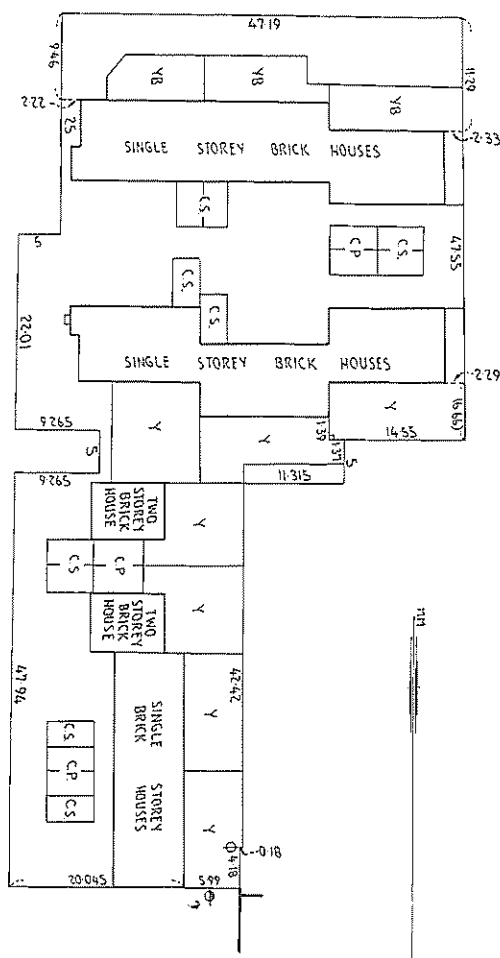
97. The survey information included in the accompanying location plan is accurate.

98. The survey information included in the accompanying location plan is accurate.

99. The survey information included in the accompanying location plan is accurate.

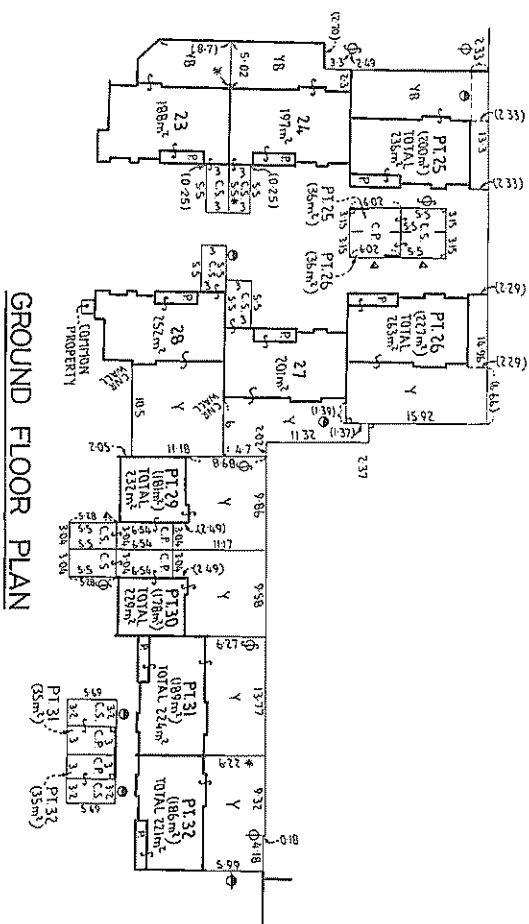
100. The survey information included in the accompanying location plan is accurate.

STRATA PLAN 44219

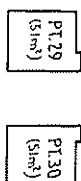


LOCATION PLAN

- Y PATIO
- Y COURTYARD
- Y8 BRICK WALLED COURTYARD
- CP CARPORT
- C5 CARSPACE
- o PROLONGATION OF WESTERN WALL
- o PROLONGATION OF EASTERN WALL
- Δ PROLONGATION OF SOUTHERN WALL
- * PROLONGATION OF NORTHERN WALL
- * PROLONGATION OF CENTRE OF WALL
- o BETWEEN CORNERS OF WALLS



GROUND FLOOR PLAN



FIRST FLOOR PLAN

AREAS ARE APPROXIMATE.

THE STRATA OF THE COMSTANDS EXTEND BETWEEN 20m BELOW AND 5m ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

CORRESPONDING EXTEND TO A HEIGHT OF 25m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND.

PATIOS ARE COVERED.

Reduction Ratio 1 : 500

Lengths are in metres

Registered Surveyor

~~Council Clerk~~

SURVEYOR'S REFERENCE: S 631/89 SP3

*OFFICE USE ONLY



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP44217

SEARCH DATE	TIME	EDITION NO	DATE
2/5/2023	9:25 AM	9	24/1/2014

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 44217
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP44217

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 44217
ADDRESS FOR SERVICE OF DOCUMENTS:
STANTON & TAYLOR STRATA MANAGEMENT
FIRST FLOOR, 314 HIGH STREET
PENRITH
NSW 2750

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA
SCHEMES MANAGEMENT REGULATION 2016
- 3 M58919 COVENANT
- 4 DP544626 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART
OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 5 DP785552 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING THE PART
OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN
DP639703
- 6 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP785552 FOR UNDERGROUND MAINS OVER EXISTING LINE OF PIPES
DP785552 FOR WATER SUPPLY OVER EXISTING LINE OF PIPES
DP785552 FOR UNDERGROUND MAINS 1 WIDE
DP785552 TO DRAIN WATER 2.5 WIDE
- 7 DP785552 RESTRICTION(S) ON THE USE OF LAND
- 8 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION
8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973
INCORPORATES DEVELOPMENT LOTS 11 AND 12 AND A DEVELOPMENT
STATEMENT
- 9 6022331 CHANGE OF BY-LAWS
- 10 6545722 CHANGE OF BY-LAWS

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP44217

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

11 6775913 CHANGE OF BY-LAWS
12 AF927571 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 44217

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 34	2	- 34	3	- 34	4	- 34
5	- 34	6	- 34	7	- 34	8	- 34
9	- 34	10	- 34	11	- SP44218	12	- SP44219

STRATA PLAN 44218

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
13	- 33	14	- 33	15	- 33	16	- 33
17	- 33	18	- 33	19	- 33	20	- 33
21	- 33	22	- 33				

STRATA PLAN 44219

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
23	- 33	24	- 33	25	- 33	26	- 33
27	- 33	28	- 33	29	- 33	30	- 33
31	- 33	32	- 33				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

13669

PRINTED ON 2/5/2023

* 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.

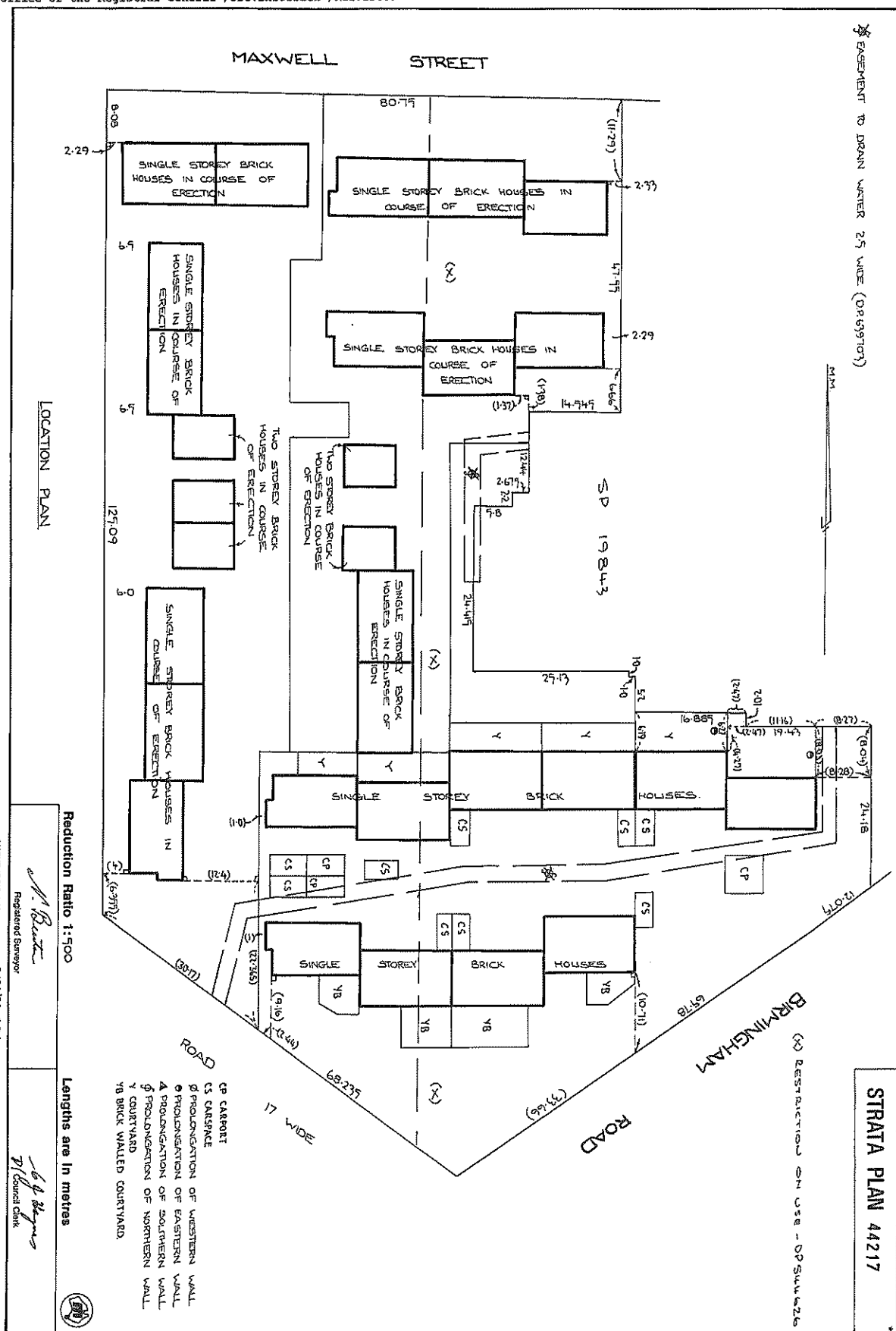
[illegible]

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 3 Sheets

SEWAGEMENT TO DRAIN WATER 2.5 WIDE (DR69707)



LOCATION PLAN

Reduction Ratio 1:500

Lengths are in metres

Registered Surveyor

7/ Council Clerk

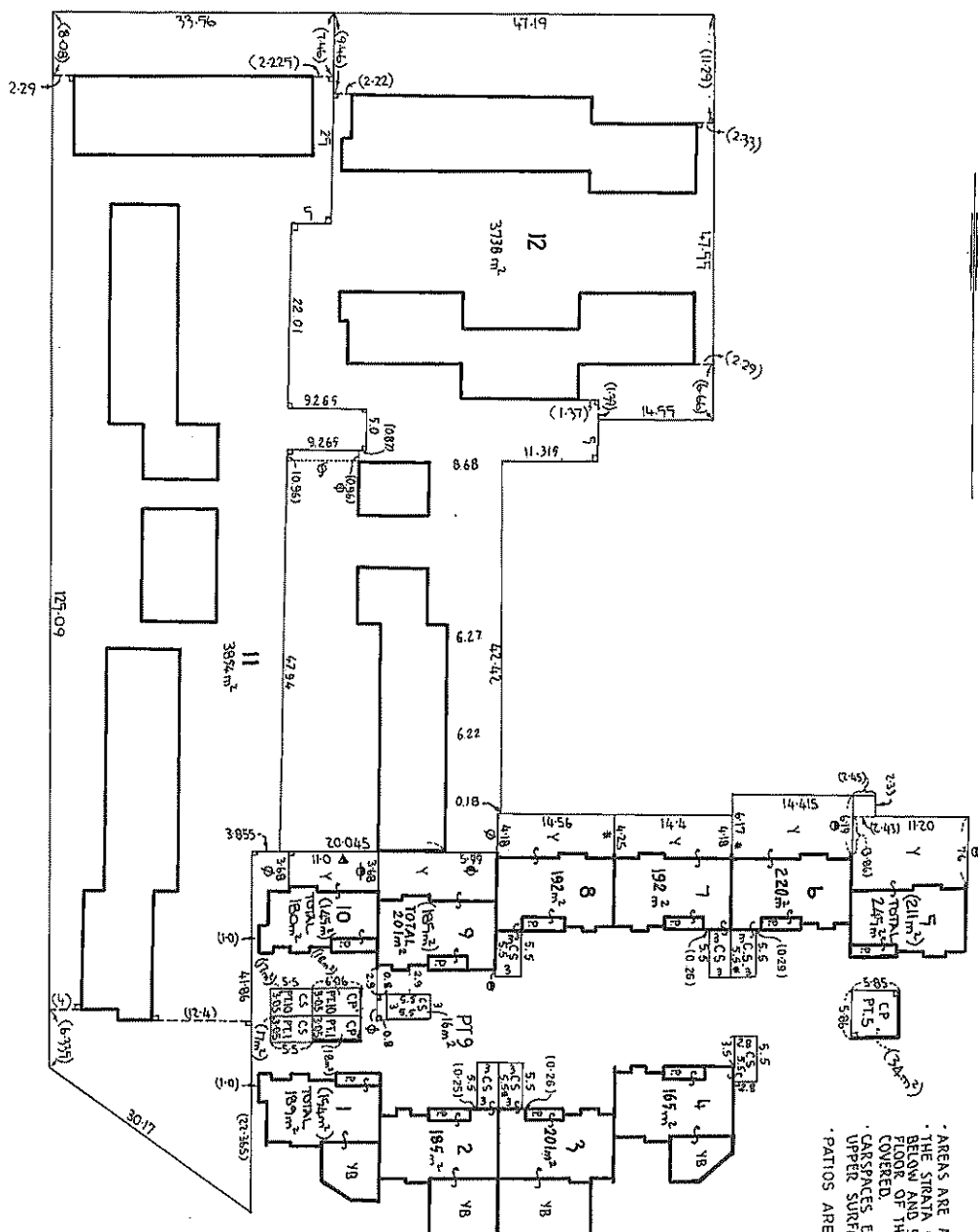
SURVEYORS REFERENCE: S.531/89 S.P.1.

*OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 3 Sheets

STRATA PLAN 44217



- AREAS ARE APPROXIMATE
- THE STRAITS OF THE COURTYARDS, EXTEND BETWEEN 2 BELOW AND 5m ABOVE THE UPPER SURFACE OF THE 6TH FLOOR OF THE RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.
- GARSPACES, EXTEND TO A HEIGHT OF 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HANDSTAND.
- PATIOS ARE COVERED.

- ♣ PATIO
- γ COURTYARD
- ⊕B BRICK WALLED COURTYARD
- ♣ CARPORT
- CS CARSPACE
- ♣ PROLONGATION OF WESTERN WALL
- ⊕ PROLONGATION OF EASTERN WALL
- ♣ PROLONGATION OF SOUTHERN WALL
- ♣ PROLONGATION OF NORTHERN WALL
- ⊕ PROLONGATION OF CENTER OF WALL
- ⊕ BETWEEN CORNER OF WALLS

LOTS 1 & 12 ARE DEVELOPMENT LOTS. STRUCTURAL CUBIC SPACE OF THE BRICK HOUSES WITHIN LOTS 11 & 12 IS COMPRESSED WITHIN THESE LOTS.

THE STRATUM OF LOTS 11 & 12 IS LIMITED TO 2 METERS BELOW AND 10 METERS ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF LOT 10.

GROUND FLOOR PLAN

Reduction Ratio 1:500

Lengths are in metres

Registered Surveyor

SURVEYOR'S REFERENCE: G.S. 31/89 S.P.1

*OFFICE USE ONLY

SP 44217

STRATA TITLES ACT, 1973 - STRATA PLAN NO.

(Sheet 1 of 9 sheets)

PART 1

WARNING: This statement contains details of a Strata Scheme which is proposed to be developed in (3) three stages on the land described within.

Persons interested are advised that the proposed scheme may be varied. However, any departure from the proposals outlined in the statement will attract the provisions of Part 11 Division 2a of the Strata Titles Act, 1973.

DESCRIPTION OF LAND: Lot 1 in D.P. 785552.

DESCRIPTION OF DEVELOPMENT: Development in three (3) stages which have all been commenced and are in an advanced state of Development.

FIRST STAGE: Lots 1 to 10 inclusive are shown on sheets 2 and 3 in above Strata Plan.

SECOND STAGE: Subdivision of Lot 11 of Stage 1 into Lots 13 to 22 inclusive and Common Property as shown on sheet 1 of Part 2 of this Statement.

THIRD STAGE: Subdivision of Lot 12 of Stage 1 into Lots 23 to 32 inclusive and Common Property as shown on sheet 1 of Part 2 of this Statement.

Each lot in Stages 2 and 3 will comprise cubic space within the building and a courtyard at the rear of each unit. Some units will have a carport in lieu of a garage. The yards will be enclosed by paling fencing or brick walls. Common Property amenities in Stage 1 include access driveway to Stage 1 Lots 2 to 9, mail boxes and garbage collection points. The Common Property will be landscaped. Common Property amenities in Stage 2 include access driveways, garbage collection point, parking areas and gardens. Access driveways to Units 1 and 10 is contained in Stage 2. Common Property amenities in Stage 3 include access driveways, garbage collection point and garden.

SCHEDULE OF COMMENCEMENT AND COMPLETION:

Stage 1 Commence November, 1988	Complete September, 1989.
Stage 2 Commence January, 1989	Complete October, 1989.
Stage 3 Commence February, 1989	Complete November, 1989.

SCHEDULE OF LOTS IN EACH PROPOSED STAGE:

Stage 1 - Lots 1 to 10 (Lots 11 and 12 as reserved lots)
Stage 2 - Subdivision of Lot 11 into Lots 13 to 22.
Stage 3 - Subdivision of Lot 12 into Lots 23 to 32.

UNIT ENTITLEMENT FOR ALL STAGES:

STAGE 1		STAGE 2		STAGE 3	
LOT	UE	LOT	UE	LOT	UE
1	34	13	33	23	33
2	34	14	33	24	33
3	34	15	33	25	33
4	34	16	33	26	33
5	34	17	33	27	33
6	33	18	33	28	33
7	34	19	33	29	33
8	34	20	33	30	33
9	34	21	33	31	33
10	34	22	33	32	33
11	330				
12	330				
		Agg	330	Agg	330

Agg 1000

REGISTERED



6.7.93

Mann

SP 44217

(Sheet 2 of 9 sheets)

WORKING HOURS:

7.30 am to 4.30 pm - Monday to Saturday inclusive.

ARRANGEMENTS FOR INGRESS, EGRESS, MOVEMENT AND PARKING OF VEHICLE TO FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS:

Access to Stages 2 & 3 is not within the Common Property of Stage 1. Such access will be completed in two Parts namely in Stage 2 and Stage 3.

No interference with Common Property in each successive stage with the exception that some of the landscaping may not be completed or may need some restoration.

Construction zones for Stages 2 & 3 are wholly maintained within Lots 11 & 12 respectively of Stage 1.

LANDSCAPING:

All rear yards and Common Property areas are to be turfed. Selected shrubs and trees are to be planted in Common Property areas.

SCHEDULE OF MATERIALS AND FINISHES FOR ALL STAGES:

Stages 1, 2 & 3 - All units of brick veneer construction with hardiplank infill panels on two storey houses with roofing of cement tiles. Access roads, driveways, parking areas and paths are to be of bitument and/or concrete. Other areas excluding gardens to be turfed.

DATE: 24TH JUNE 1993

SIGNED by me *[Signature]*
TOM FLOOD Senior Conveyancing
Officer as Delegate of the New South Wales Land and Housing Corporation
and I hereby certify that I have no notice of the revocation of such delegation.

Signature/Seal of Developer/Agent:

CERTIFICATE OF APPROVAL

It is certified:-

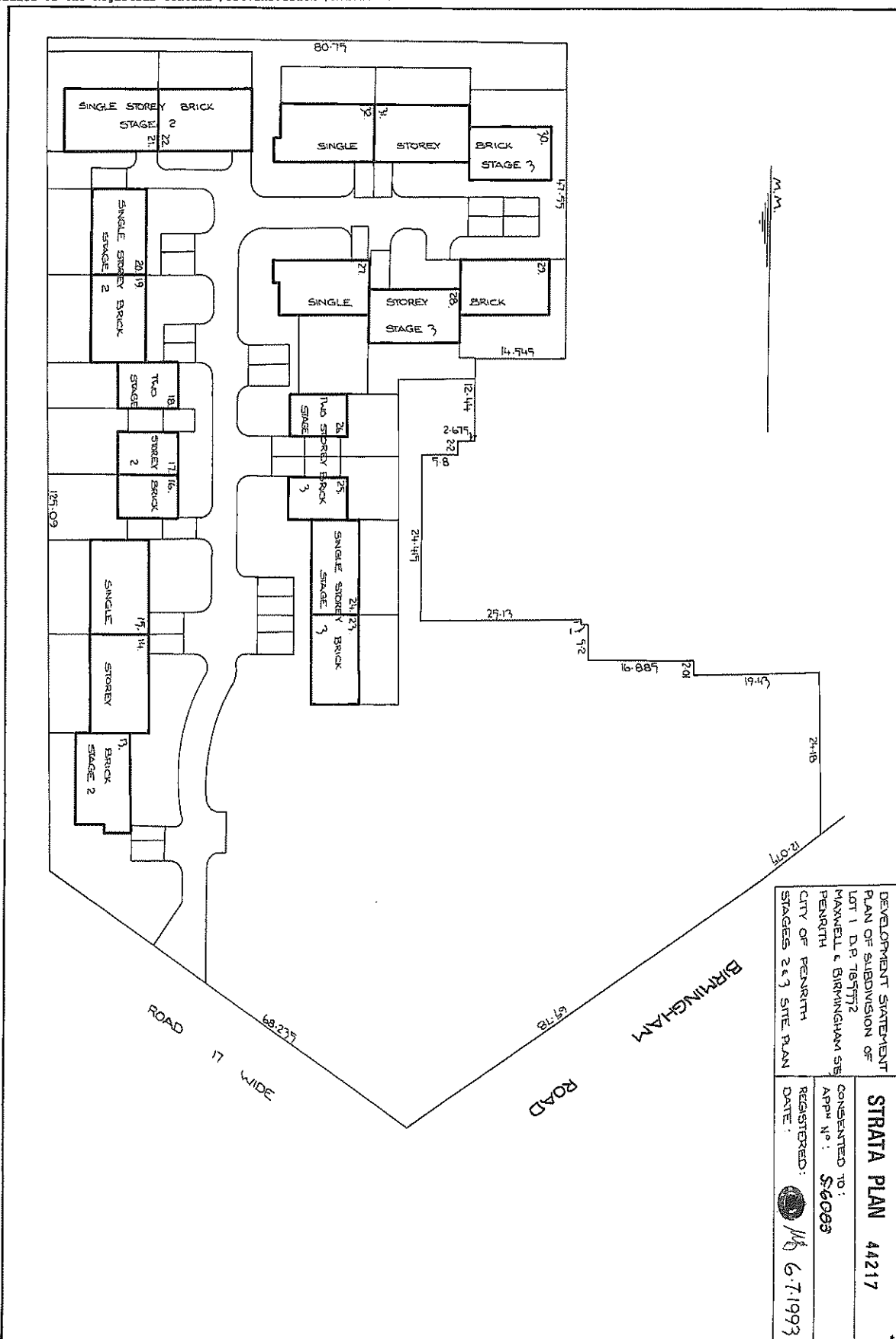
- That the consent authority has approved of the development described in Development Application No. 181/93 as amended and,
- That the Terms and Conditions of this Development Statement are not inconsistent with that development, as approved.

DATE: 23.10.90

Signature of behalf of consent authority: *[Signature]*



DEVELOPMENT STATEMENT PLAN OF SUBDIVISION OF LOT 1 D.R. 185772 MAXWELL & BIRMINGHAM S.S. PENRTH CITY OF PENRTH STAGES 2 & 3 SITE PLAN	STRATA PLAN 44217	CONSISTED TO : APPN ^N NO. : \$6063	REGISTERED : DATE : 6.7.1993
---	----------------------	--	---------------------------------



*OFFICE USE ONLY

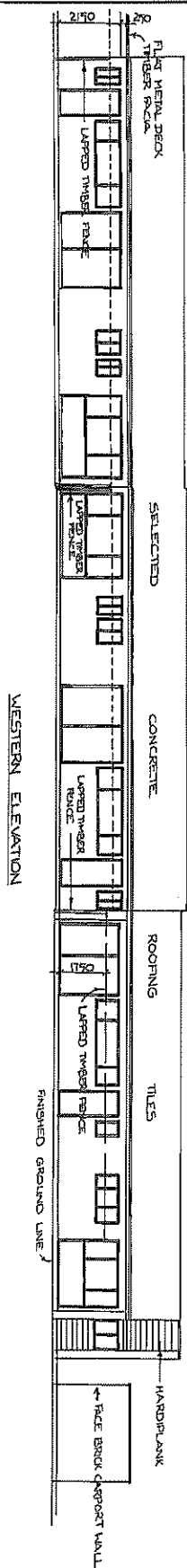
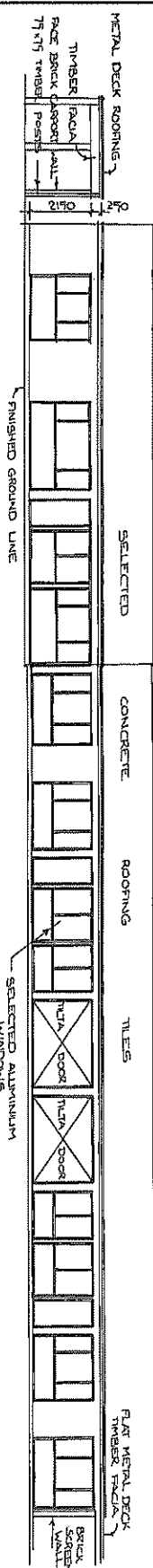
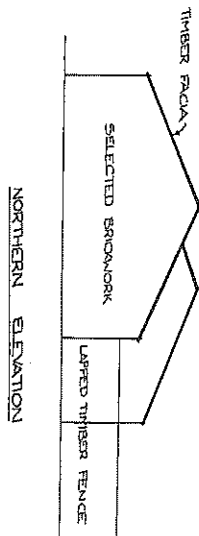
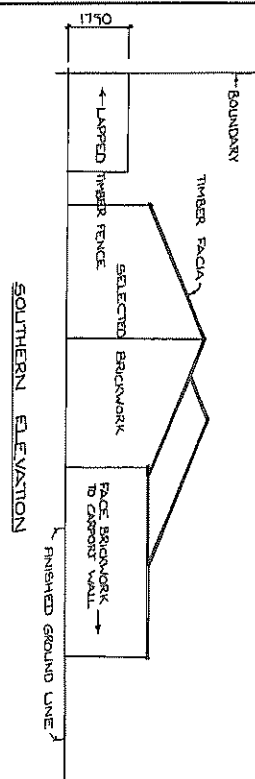
FORM

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 9 Sheets

DEVELOPMENT STATEMENT
 PLAN OF SUBDIVISION
 LOT 2 D.P. 785592
 MAXWELL & BIRMINGHAM STREETS
 PENRITH,
 CITY OF PENRITH
 LOTS 13, 14 & 15 STAGE 2

STRATA PLAN 44-217
 CONSSENTED TO:
 APP# N°: 56003
 REGISTERED:
 DATE: 18/6/93



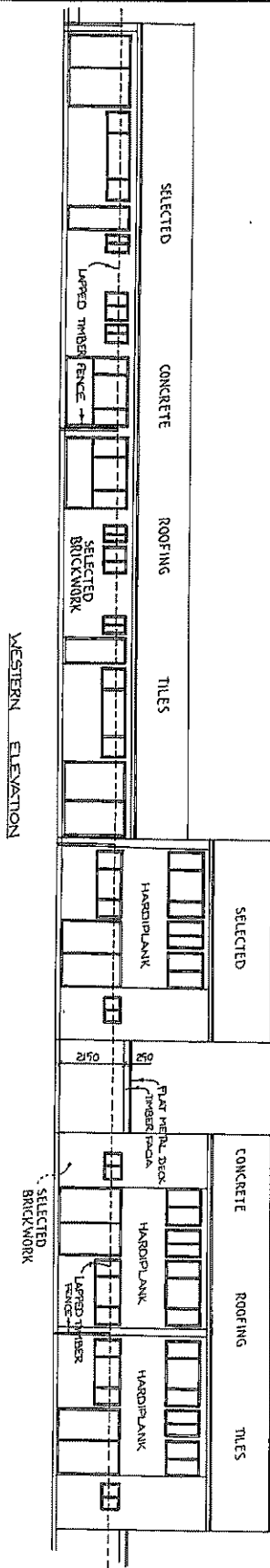
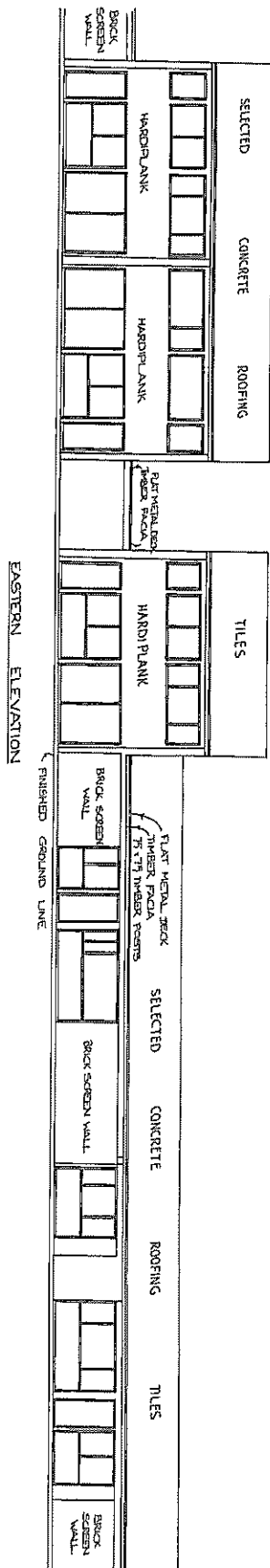
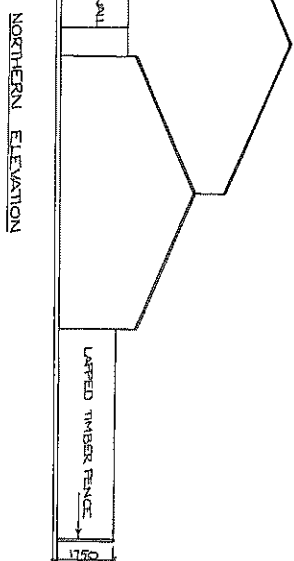
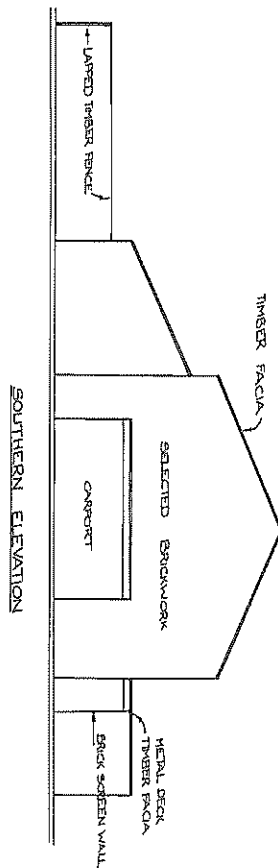
*OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 9 Sheets

DEVELOPMENT STATEMENT		STRATA PLAN 44217	
PLAN OF SUBDIVISION		CONSSENTED TO:	
LOT 2 DP 785752		APPN No: 56083	
MANNELL & BIRMINGHAM STREETS		REGISTERED:	
PENRITH		DATE: 11/6/19	
CITY OF PENRITH			
UNITS 16, 17, 18, 19 & 20		STAGE 2	



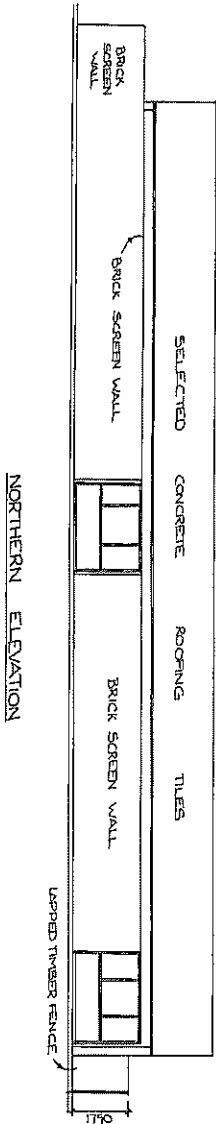
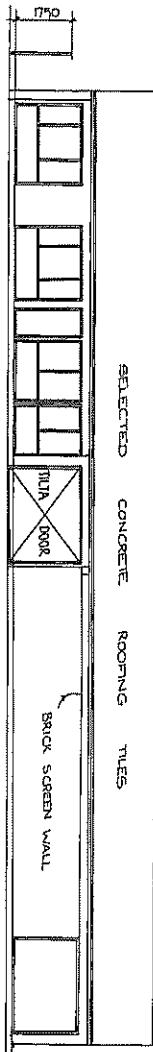
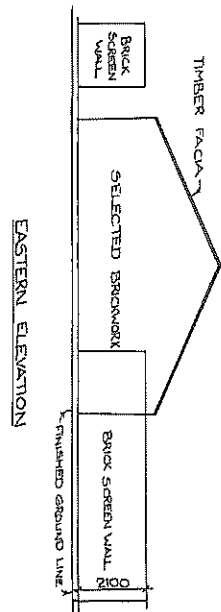
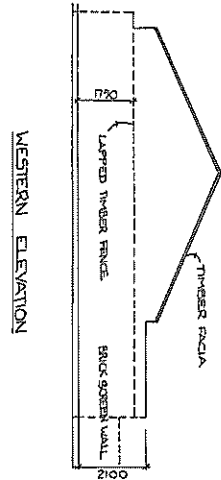
*OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 9 Sheets

DEVELOPMENT STATEMENT		STRAITA PLAN 44217	
PLAN OF SUBDIVISION		CONSENTED TO:	
LOT 1 D.P. 185772		APPN N°: 56083	
MAXWELL & BIRMINGHAM STREETS		REGISTERED:	
PENRITH,		DATE: 6-7-93	
CITY OF PENRITH			
UNITS 21 & 22 STAGE 2			



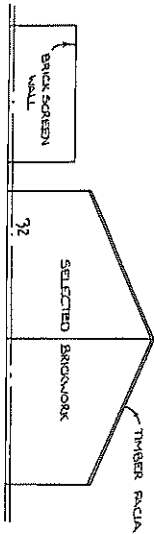
*OFFICE USE ONLY

FORM

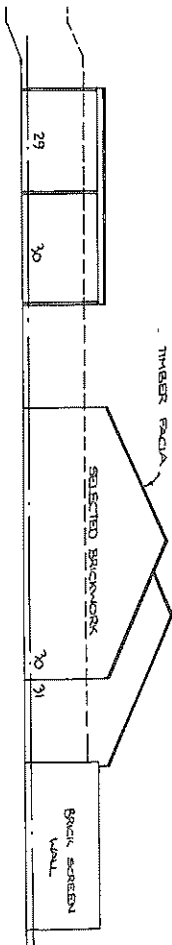
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 9 Sheets

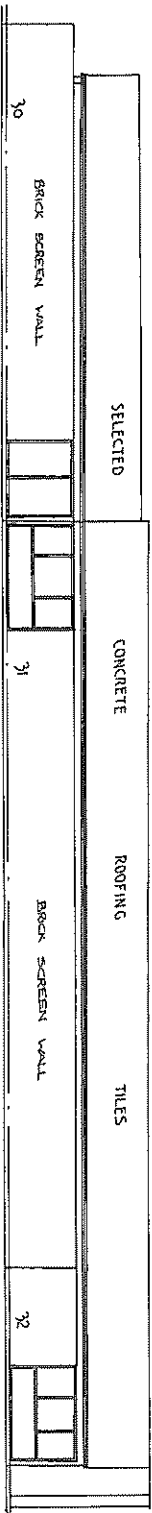
DEVELOPMENT STATEMENT PLAN OF SUBDIVISION LOT 2 D.P. 784772 MAXWELL & BIRMINGHAM STREETS PENRITH CITY OF PENRITH UNITS 30, 31 & 32		STAGE 3	
STRATA PLAN 44-217		CONSENTED TO: APPN N°: S.6083	
REGISTERED:		DATE:  11th 6-7-93	



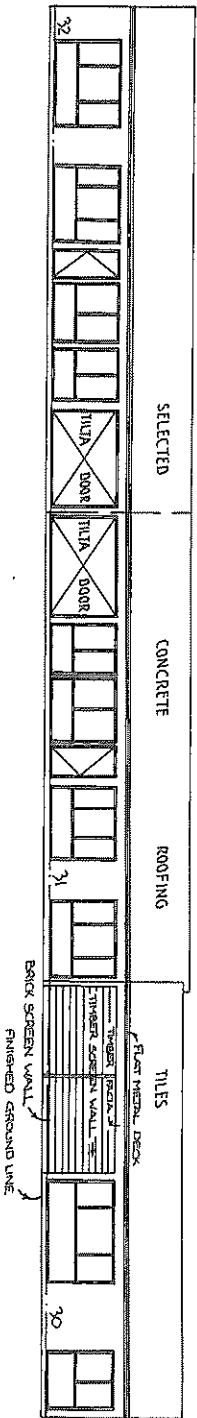
WESTERN ELEVATION



EASTERN ELEVATION



NORTHERN ELEVATION



SOUTHERN ELEVATION

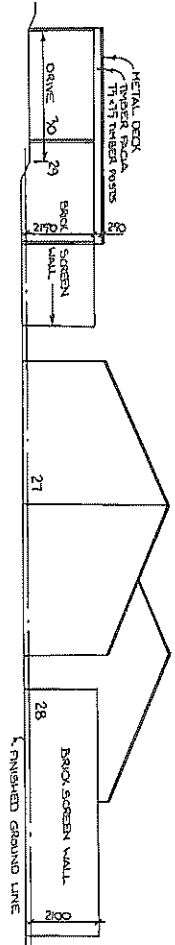
FORM

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

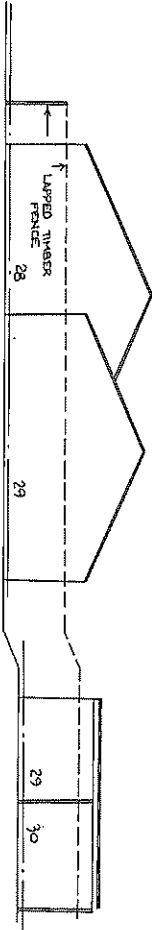
Sheet No. 8 of 9 Sheets

DEVELOPMENT PLAN
PLAN OF SUBDIVISION
LOT 2 D.P. 785772
MAXWELL & BIRMINGHAM STREETS
PENRITH
CITY OF PENRITH
UNITS 27, 28 & 29 STAGE 3

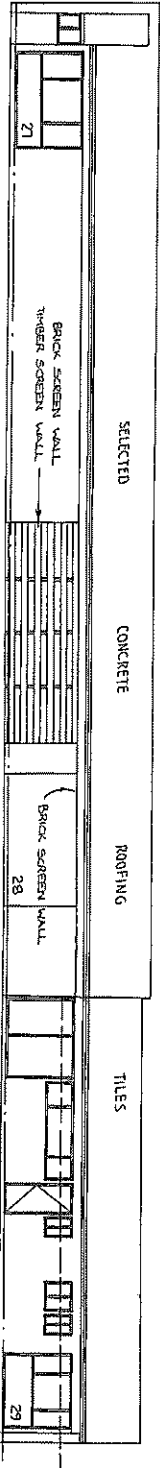
STRATA PLAN L442.17
CONSSENTED TO:
APP N° : 5.6083
REGISTERED :
DATE : 6/7/93



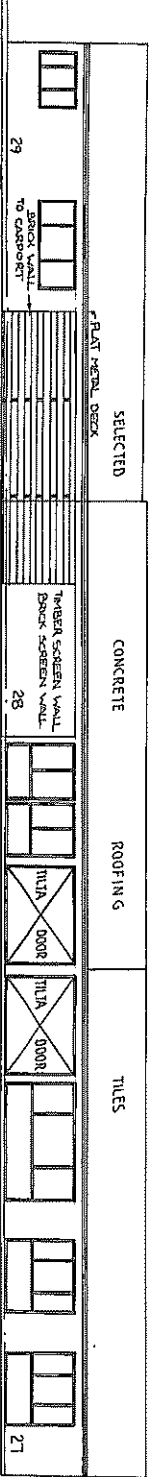
WESTERN ELEVATION



EASTERN ELEVATION



SOUTHERN ELEVATION



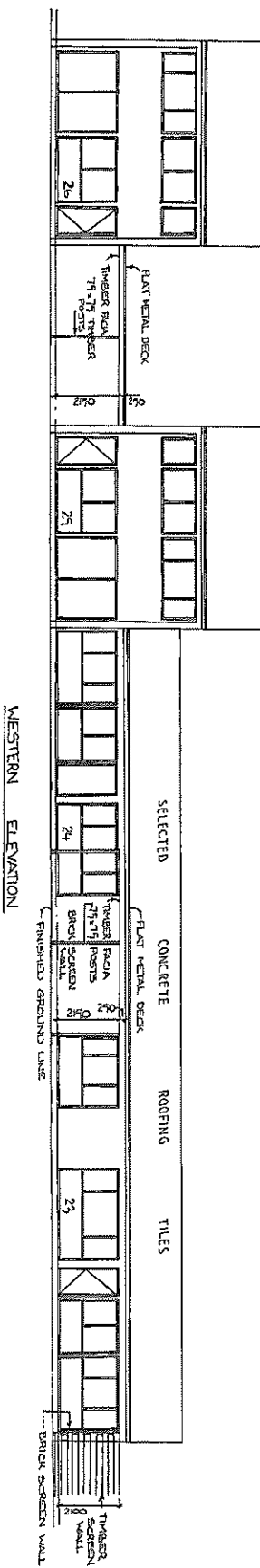
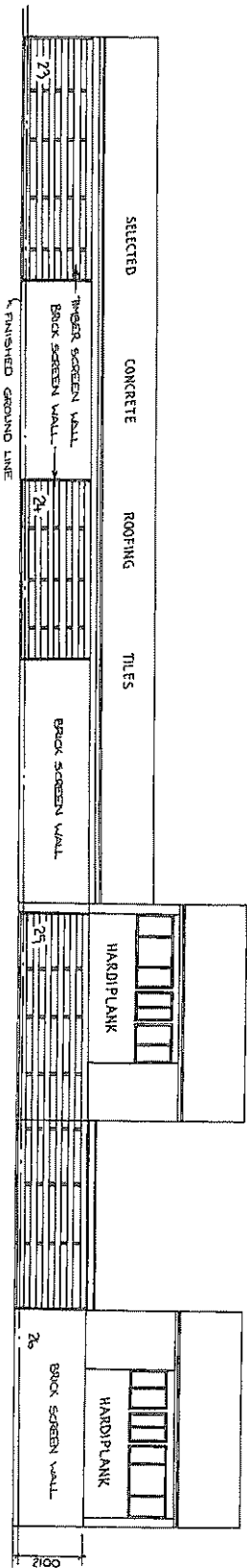
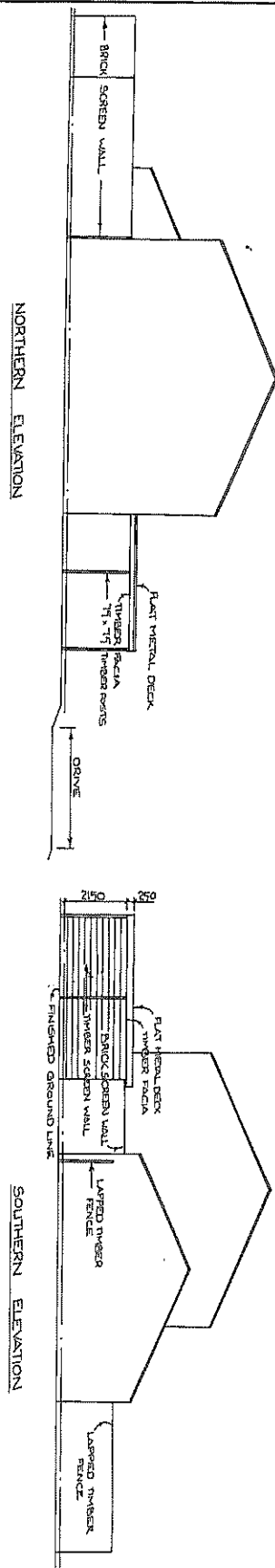
NORTHERN ELEVATION

FORM

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 9 Sheets

DEVELOPMENT STATEMENT PLAN OF SUBDIVISION LOT 2 D.P. 785552 MAXWELL & BIRMINGHAM STREETS PENRITH CITY OF PENRITH UNITS 23, 24, 25 & 26		STRATA PLAN 44,217 CONSSENTED TO: APP# N°: 56083 REGISTERED: DATE: 6.7.93	
STAGE 3			



*OFFICE USE ONLY



New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

Lodgment
Enforcement

R.P. 13
Fees: -
8 c

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

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

b State in full the name of the person who furnished the consideration monies.

c Show in BLOCK LETTERS the full name, postal address and description of the persons taking.

d If more than one person is taking state whether they hold as joint tenants or tenants in common.

e The description may refer to the defined estate of the land in a certificate or grant (e.g. "and being residue after Transfer No. ...") or may refer to parcels shown in Town or Parish Maps issued by the Dept of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being lot ... D.P. ..."). Unless authorized by Reg. 53 of the Conveyancing Act Regulations, 1901, a plan may not be annexed to or endorsed on this transfer form.

f A very short note will suffice.

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

h As to Instruments executed elsewhere, see Section 107 of the Real Property Act, 1900, Section 109 of the Conveyancing Act, 1919, and Section 82A of the Evidence Act, 1908.

i 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."

WE, ANTONIO SAVORITO of Cambridge Park, Carpenter and PATRICIA ANNE SAVORITO his wife (herein called transferors) 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 FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500.00) (the receipt whereof is hereby acknowledged) paid to us by LEND LEASE ESTATES PTY. LIMITED-----

do hereby transfer to

LEND LEASE ESTATES PTY. LIMITED of 47 Macquarie Street, Sydney

(herein called transferee)

ALL such OUR Estate and Interest in ALL THE land mentioned in the schedule following:--

County	Parish	Reference to Title		Vol.	Page	Description of Land (if part only)
		Whole or Part	Vol.			
CUMBERLAND	MULGOA	PART	7654	227		Being Lot 2 in D.P. 544626 being all or a proposed plan of subdivision of land in D.P. 27337

and the Transferee covenants with the Transferors as contained in the appendix hereto marked "A".
ENCUMBRANCES, &c., REFERRED TO

- N I L -

Signed at Parruth the 30th day of October, 1955

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

[Signature]

[Signature]
A. Savorito

Transferor

Signed

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

THE COMMON SEAL OF LEND LEASE ESTATES PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of :-

SECRETARY



DIRECTOR DIRECTOR

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

† N.B.-Section 117 of the Real Property Act, 1900, provides that if a person is not personally certifying to the validity of the instrument, he must sign his name in the margin, and the instrument does not impose a penalty on the party taking it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept.

No alterations should be made by signature. 5442-W K1165 P.C.H.

power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the back of form signed by the attorney before a witness.
† The above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently also to damages recoverable by parties injured. Assentance by the Solicitor or Conveyancer (who must sign his own name) is not valid unless the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a penalty on the party taking it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept.
No alterations should be made by signature. The words rejected should be scored through with the pen, and the substituted written over them, the alterations to be in the margin, or noticed in the attestation.

11364A

M 58919		Lodged <u>21/5/91</u>		NO. 1 INSUA. - 1/1/91	
No. _____		Address: _____		SOLICITOR	
PARTIAL DISCHARGE OF MORTGAGE (N.B.—Before execution read marginal note)		Phone No.: _____		MACQUARIE STREET SYDNEY.	
I, _____ mortgagee under Mortgage No. _____ release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage. Dated at _____ this _____ day of _____ 19 _____ Signed in my presence by _____ _____ who is personally known to me. Mortgagee					
MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY (To be signed at the time of executing the within instrument)					
Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.					
Signed at _____ the _____ day of _____ 19 _____					
Signed in the presence of _____					
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.					
INDEXED		MEMORANDUM OF TRANSFER		DOCUMENTS LODGED HERewith To be filled in by person lodging dealing	
Checked by _____		Particulars entered in Register Book, 22/2-1971		1. _____	
				2. _____	
Filed (in S.D.B.) by _____		3. _____		3. _____	
				4. _____	
Signed by _____		5. _____		5. _____	
				6. _____	
_____		7. _____		7. _____	

Registrar General		Received Docs		Nos	
_____		Receiving Clerk		_____	
PROGRESS RECORD					
D		_____			
Sent to Survey Branch		Initials		Date	
Received from Records		_____		_____	
Draft written		_____		_____	
Draft examined		_____		_____	
Diagram prepared		_____		_____	
Diagram examined		_____		_____	
Draft forwarded		_____		_____	
Supt. of Engrs.		_____		_____	
Cancellation Clerk		_____		_____	
Vol. _____		Fol. _____		_____	

"A"

THIS IS THE ANNEXURE MARKED A REFERRED TO IN MEMORANDUM OF TRANSFER
BETWEEN ANTONIO SAVORITO AND PATRICIA ANNE SAVORITO (TRANSFERORS)
AND LEND LEASE ESTATES PTY. LIMITED (TRANSFeree) DATED 30th
DAY OF October 1970.

AND the Transferee for itself and its assigns covenants with the
Transferors their respective executors administrators and assigns
that for the benefit of any adjoining land owned by the Transferors
but only during the ownership thereof by the Transferors their
respective executors administrators and assigns other than purchasers
on sale no fence will be erected upon the land hereby transferred
to divide the same from such adjoining land of the Transferors without
the consent of the Transferors but such consent shall not be withheld
if such fence is erected without expense to the Transferors and in
favour of any person dealing with the Transferee such consent shall
be deemed to have been given in respect of every such fence for the
time being erected.

SIGNED in my presence by the said)
ANTONIO SAVORITO who is personally)
known to me :-)

A. Saporito
Transferor

SIGNED in my presence by the said)
PATRICIA ANNE SAVORITO who is)
personally known to me :-)

Patricia Saporito
Transferor

THE COMMON SEAL of LEND LEASE ESTATES)
PTY. LIMITED was hereunto affixed by)
authority of the Board of Directors)
in the presence of :-)



K. H. Miller
SECRETARY

B. J. Beal
DIRECTOR

H. J. Rogers
DIRECTOR

M.P.D

M.P.D.



COMMONWEALTH TRADING BANK OF AUSTRALIA

ST. MARY'S, N.S.W.

TELEPHONE:

623 4200
623 4200
623 4200

REPLY: THE MANAGER,
BOX 268, P.O., ST. MARY'S, N.S.W., 2760
REFERENCE:

SEC.BH.

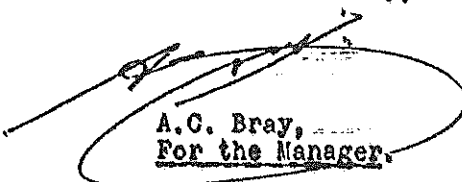
29th October, 1970.

The Registrar,
Department of Land Titles,
SYDNEY, N.S.W. 2000

Dear Sir,

We hereby request and direct you to hand to
Lend Lease Homes Pty. Ltd. Certificate of Title, Volume
Folio (which is yet to issue) relative to
Lot No. 2 in Deposited Plan 544626.

Yours faithfully,


A.C. Bray,
For the Manager.

MA 40760

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE
INTENDED TO BE GRANTED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1999.

PLAN: DP544626

Full names and addresses of
proprietors of the land.

IDENTITY OF SOLE TRUSTEE
OF THE CONVEYANCE TRUST
PLAN.

Schedule of lots etc. affected
Lots numbered
Every other lot

Each lot

PART 2

1. TERMS OF EASEMENTS, AS TO FENCING ESTABLISHED TO 1/1 ABOVE -
UNLESS OTHERWISE PROVIDED,
THAT NO FENCING FENCE SHALL BE ERECTED ALONG STREET FRONTAGES.

ANTONIO SAPONARO
PATRICIA ANNE SAPONARO
Approved by Council
9/6/70

...A. Saponaro...
...Patricia Anne Saponaro...
9/6/70

Signed at Sydney this 15th day of
October 1970 by the undersigned
being the duly authorized Agent
of the Council of the City of Sydney
in and to the effect that the
above instrument has been read
and approved by the Council of
the City of Sydney.

Witness
Attest

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE.

This negative is a photograph made by a permanent
record of a document in the custody of the
Registrar General this day 19th May, 1986



PLAN FORM 2

SIGNATURE AND SEALS ONLY

Signed for and on behalf of Advance
 Limited by
STEPHEN THOMAS PARTINGTON
 Attorney dated 27th
 October 1998
 Registered No 750 Book
 3117 who is personally known to me
Steph Thomas

Council Clerk's Certificate
 49/88

Received by Council Clerk
 28-10-98

PLAN APPROVED
 Land Officer
 Paper No.
 Plan No.

1. I hereby certify that the plan is a true and correct copy of the plan as shown to me by the applicant and that it is in accordance with the requirements of the Act and the Regulations made thereunder.

2. I have examined the plan and the accompanying documents and I am satisfied that the plan is a true and correct copy of the plan as shown to me by the applicant and that it is in accordance with the requirements of the Act and the Regulations made thereunder.

3. I have examined the plan and the accompanying documents and I am satisfied that the plan is a true and correct copy of the plan as shown to me by the applicant and that it is in accordance with the requirements of the Act and the Regulations made thereunder.

4. I have examined the plan and the accompanying documents and I am satisfied that the plan is a true and correct copy of the plan as shown to me by the applicant and that it is in accordance with the requirements of the Act and the Regulations made thereunder.

5. I have examined the plan and the accompanying documents and I am satisfied that the plan is a true and correct copy of the plan as shown to me by the applicant and that it is in accordance with the requirements of the Act and the Regulations made thereunder.



DP 785552

Registered: 27-11-1998

CA 5806 OF 17-10-1998

This System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U444-928

Last Plan: DP30745, SP19443

PLAN OF SUBDIVISION OF LOT 16 IN
 S.P. 98095 & THE ADJACENT
 LOTS 101, 102 AND 2
 BLENHEIM TOWNSHIP
 PROJECT IN S.P. 98043

Length as in map: Reduction Ratio 1:500

Map Sheet: PENRITH
 Locality: PENRITH
 Parish: MULGA
 County: CUMBERLAND

State: NEW SOUTH WALES

Signature: JOHN BONDEN
 Date: 27-11-1998

Plans used in preparation of survey: none

PANEL FOR USE ONLY for statements of intention to declare public roads or to create public roads for the use of land or positive easements.

1) EASEMENT TO DRAIN WATER 25 WIDE (SEE DP 634703)

2) EASEMENT FOR UNDERGROUND MAINS (APPROX. POSITION ONLY)

3) EASEMENT FOR UNDERGROUND MAINS 1.0 WIDE

4) RESTRICTION AS TO USER WIDE DP 634703

5) RESTRICTION AS TO USER

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 785552

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 1 of 4 Sheets)

PART 1

Plan:

Subdivision covered by Council Clerk's
Certificate No. 99 of 88.

DP 785552 (E)

Full name and address
of proprietor of the
land.

"The Proprietors" - Strata Plan
No.19843
"Maxwell Mews" Maxwell St, PENRITH

1. Identity of easement or
restriction firstly
referred to in
abovementioned plan:

Easement for underground mains
over existing line of pipes
(approximate position only)

Schedule of lots, etc. affected.

Lots burdened.

Lots, name of road, or Authority benefited.

Common property in Strata
Plan No.19843

1

2. Identity of easement or
restriction secondly
referred to in
abovementioned plan:

Easement for Water Supply over
existing line of pipes
(approximate position only)

Schedule of lots, etc. affected

Lots burdened.

Lots, name of road, or Authority benefited.

Common property in Strata
Plan No.19843

1

3. Identity of restriction or
restriction thirdly
referred to in
abovementioned plan:

Easement for Underground Mains
1 wide

Schedule of lots, etc. affected.

Lots burdened.

Lots, name of road, or Authority benefited.

Common property in Strata
Plan No.19843

1

REGISTERED 23.11.1988

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 2 of 4 Sheets)

PART 1 (Cont)

Plan:

DP 785552

Subdivision of

covered by Council Clerk's Certificate
No. 99 of 88

4. Identity of easement
or restriction fourthly
referred to in above-
mentioned plan:

Easement to drain water 2.5 wide

Schedule of lots, etc. affected.

Lots burdened. Lots, name of road, or Authority, benefited

1

Lot 102 D.P.616964 being
the whole of the land in Certificate
of Title Volume ~~45029~~ Folio 34; ~~V.14449~~ F. 143
and all the land in Strata Plan No.19843

The common Property in
Strata Plan No.19843

Lot 102 D.P.616964 being
the whole of the land in Certificate
of Title Volume ~~45029~~ Folio 34;
and Lot 1 ~~14449~~ 143

5. Identity of restriction
fifthly referred to
in abovementioned plan:

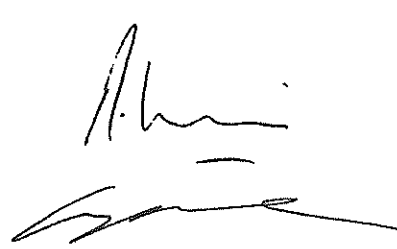
Restriction as to User

Schedule of lots, etc. affected.

Lots burdened. Lots, name of road, or Authority, benefited

1

Penrith City Council



REGISTERED  23.11.1988

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.
Lengths are in metres. (Sheet 3 of 4 Sheets)

Pl: **DP 785552**

Subdivision covered by Council Clerk's
Certificate No. 99/88

Part 2

1. Terms of Easement for underground mains firstly referred to in abovementioned plan.

An easement for the transmission of electricity with full and free right leave liberty and licence for the Prospect County Council and its successors to erect construct place repair renew maintain use and remove underground electricity transmissions mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or subsoil thereof without the Prospect County Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Prospect County Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Prospect County Council and to the reasonable satisfaction of the Engineer of the Prospect County Council for the time being.

2. Terms of Easement for water supply secondly referred to in abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times by means of pipes to carry water in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purpose of the easement, any line of pipes already laid within the servient tenement for the purpose of carrying water or any pipe or pipes in replacement or in substitution therefore and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the consent of the Penrith City Council.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 4 of 4 Sheets)

PART 2 Cont

Pla DP 785552

Subdivision of

covered by Council Clerk's
Certificate No. 99 of 88

3. Terms of Easement for underground mains thirdly referred to in abovementioned plan.

An easement for the transmission of electricity with full and free right leave liberty and licence for the Prospect County Council and its successors to erect construct place repair renew maintain use and remove underground electricity transmissions mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or subsoil thereof without the Prospect County Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Prospect County Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Prospect County Council and to the reasonable satisfaction of the Engineer of the Prospect County Council for the time being.

5. Terms of Restriction as to User fifthly referred to in abovementioned plan.

No development is to take place on Lot 1 other than Villa Units approved by Council without the prior written consent of Council.

Signed for and on behalf of Advance
Bank Australia Limited by
its duly constituted Attorney
STEPHEN THOMAS PARTINGTON
under Power of Attorney dated 27th
October, 1987 registered No. 758 Book
3717 who is personally known to me:

Town Clerk



Strata Schemes Management Regulation 2016

Current version for 1 May 2023 to date (accessed 2 May 2023 at 9:56)

Schedule 2

Schedule 2 By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

Note—

This by-law was previously by-law 12 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 13 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

Note—

This by-law was previously by-law 13 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 14 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Note—

This by-law was previously by-law 14 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 15 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not—

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

Note—

This by-law was previously by-law 15 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 16 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note—

This by-law is subject to sections 109 and 110 of the Strata Schemes Management Act 2015.

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing—
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note—

This by-law was previously by-law 16 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 17 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

6 Behaviour of owners and occupiers

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.

Note—

This by-law was previously by-law 17 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 18 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

7 Children playing on common property in building

An owner or occupier of a lot 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 laundry, car parking area or other area of possible danger or hazard to children.

Note—

This by-law was previously by-law 18 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 19 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

8 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.

Note—

This by-law was previously by-law 19 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 20 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

9 Depositing rubbish and other material on common property

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.

Note—

This by-law was previously by-law 20 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 21 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

Note—

This by-law was previously by-law 21 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 22 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

Note—

This by-law was previously by-law 22 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 23 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

12 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) 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.

Note—

This by-law was previously by-law 23 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 24 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

Note—

This by-law was previously by-law 24 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 25 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

14 Floor coverings

- (1) 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.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Note—

This by-law was previously by-law 25 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 26 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

15 Garbage disposal

An owner or occupier of a lot—

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note—

This by-law was previously by-law 26 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 27 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

16 Keeping of animals

- (1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note—

This by-law was previously by-law 27 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 28 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent 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 rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note—

This by-law was previously by-law 29 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 30 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note—

This by-law was previously by-law 3 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 3 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

19 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way 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).

Form: 97-015CB
Licence: 10V/0779/97
Printed: 07971.LTO
Instructions for filling out this
form are available from the
Land Titles Office

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

6022331A



(A) COMMON PROPERTY

C/P S/P 44217

(B) LODGED BY

LTO Box	Name, Address or DX and Telephone	Code
IW	Len Robinson & Co DX 8115 Blacktown 9838 7147 Reference (15 character maximum):	CB

(C) The owners of strata plan No. 44217 certify that pursuant to a resolution passed on 1st June, 1998, an
in accordance with the provisions of

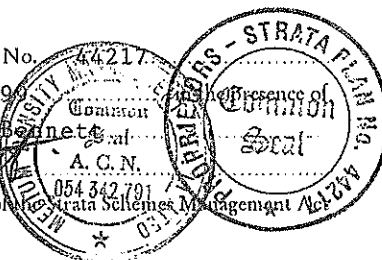
- (D) • section of the Strata Schemes (Freehold Development) Act 1973
• section 52 of the Strata Schemes Management Act 1996
• order No. of the Strata Schemes Adjudicator
• order No. of the Strata Schemes Board,

the by-laws are changed as follows:

- (E) Repealed by-law No.
Added by-law No. Special By-law 1
Amended by-law No. as fully set out below.

See annexure "A"

(F) The common seal of the owners of Strata Plan No. 44217
was affixed on 16th July 1998
Names [use block letters] Ernest W.T. Bennett
Signatures *E. W. Bennett*
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) Council's Certificate under section 56(4) of the Strata Schemes Management Act 1996

I certify that Council has approved the change of by-laws set out herei

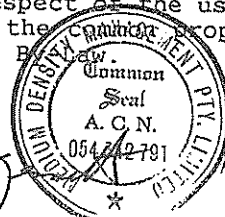
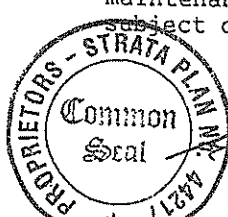
Dated Signature of General Manager

ANNEXURE "A"

SPECIAL BY-LAW 1:

That the Owner of lot 29 for the time being shall be entitled to the exclusive use and enjoyment of strips of common property on either side of the carport for the purpose of installing a garage door, subject to:-

- a) Any necessary consent of Penrith City council or any other appropriate government or statutory authority being obtained prior to any work being undertaken.
- b) The garage door being installed in a workmanlike manner by a licensed tradesman at the expense of the Owner of the said lot.
- c) Any damage occasioned to the common property, another lot or any personal property during the said construction being made good by the Owner of the said lot.
- d) The garage door being maintained in good and serviceable repair by the Owner for the time being.
- e) Any damage occasioned to the common property, another lot or any personal property by the failure of the Owner or his successors to maintain the garage door in a good and serviceable condition being made good by the Owner for the time being.
- f) The Owner for the time being shall indemnify and keep indemnified the Owners Corporation against:
 - 1) any sum payable by the Owners Corporation by way of increased insurance premiums as a direct or indirect result of the use of the relevant areas of the common property.
 - 2) all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Owners corporation and arising directly or indirectly out of the use of the relevant areas of the common property.
 - 3) all costs, including legal costs, of or about the making of this By-Law;
 - 4) any costs or damages incurred by or for which the Owners Corporation is or becomes liable pursuant to Section 63 (3) of the Strata Schemes Management Act, 1996 in respect of the use and maintenance of the common property the subject of this By-Law.



2/2

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

6545722R



(A) TORRENS TITLE	For the common property CP/SP 44217									
(B) LODGED BY	<table border="1"><tr><td>LTO Box</td><td>Name, Address or DX and Telephone</td></tr><tr><td></td><td>Len Robinson & Co DX 8115 Blacktown</td></tr><tr><td colspan="2">Reference (optional):</td></tr></table>	LTO Box	Name, Address or DX and Telephone		Len Robinson & Co DX 8115 Blacktown	Reference (optional):		<table border="1"><tr><td>CODE</td></tr><tr><td>CB</td></tr></table>	CODE	CB
LTO Box	Name, Address or DX and Telephone									
	Len Robinson & Co DX 8115 Blacktown									
Reference (optional):										
CODE										
CB										

(C) The Owners-Strata Plan No 44217 certify that pursuant to a resolution passed on 21st October, 1999 and in accordance with the provisions of—

- (D) • section 54 of the Community Land Management Act 1989
• section of the Strata Schemes (Freehold Development) Act 1973
• section 52 of the Strata Schemes Management Act 1996
• order No of the Strata Schemes Adjudicator
• order No of the Strata Schemes Board

the by-laws are changed as follows—

(E) Repealed by-law No

Added by-law No Special By-law 3

Amended by-law No

as fully set out below.

See attached (1) page.

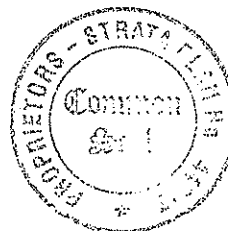
(F) The common seal of the Owners-Strata Plan No 44217 was affixed on 3 February 2000 in the presence of—

Signature(s):

Leonard Robinson

Name(s): Leonard ROBINSON

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that

Council has approved the change of by-laws set out herein.

Signature of authorised officer:

All handwriting must be in block capitals.
A set of notes on this form (97-15CB-2)
is available from the Land Titles Office.

Page 1 of 2

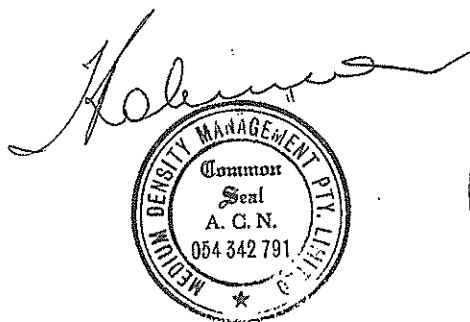
Checked by (LTO use):

28/2

SPECIAL BY-LAW 3:

The Owners for the time being of Lot 8 shall be entitled to the exclusive use and enjoyment of a strip of common property 8200mm in length forming part of the rear wall for the purpose of installing a colorbond patio cover subject to:-

- a) The plans and specifications being approved by Penrith council, if necessary.
- b) The construction proceeding in accordance with the approved plans.
- c) The patio cover being constructed in a workmanlike manner by a licensed tradesman at the expense of the said Owner.
- d) Any damage occasioned to the common property, another Lot or any personal property during the said construction being made good by the Owner of the said lot.
- e) The patio cover being maintained in good and serviceable repair by the Owner for the time being.
- f) Any damage occasioned to the common property or any personal property by the failure of the owner or his successors to maintain the patio cover in a good and serviceable condition being made good by the Owner for the time being.
- g) The Owners shall indemnify and keep indemnified the Owners corporation against:
 - i) any sum payable by the Owners Corporation by way of increased premiums as a direct or indirect result of the use of the relevant area of common property.
 - ii) all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the relevant areas of the common property.
 - iii) all costs, including legal costs, of or about the making of this By-law.
 - iv) any costs or damages incurred by or for which the Owners Corporation is or becomes liable pursuant to Section 63(3) of the Strata Schemes Management Act, 1996 in respect of the use and maintenance of the common property the subject of this By-law.



Licence: 10V/0779/97
Edition: 9907

CHANGE OF BY-LAWS
New South Wales
Strata Schemes Management Act 199
Real Property Act 1900

6775913Y



(A) TORRENS TITLE	For the common property CP/SP44217	
(B) LODGED BY	LTO Box 66 Name, Address or DX and Telephone LEN ROBINSON & CO DX 8115 Blacktown (02) 9838 7147 Reference (optional):	CODE CB

(C) The Owners-Strata Plan No 44217 certify that pursuant to a resolution passed on 26 July 1999
and in accordance with the provisions of—

- (D) • section 54 of the Community Land Management Act 1989
- section of the Strata Schemes (Freehold Development) Act 1973
 - section 52 of the Strata Schemes Management Act 1996
 - order No of the Strata Schemes Adjudicator
 - order No of the Strata Schemes Board

the by-laws are changed as follows—

- (E) Repealed by-law No
Added by-law No Special By-law 4
Amended by-law No
as fully set out below:

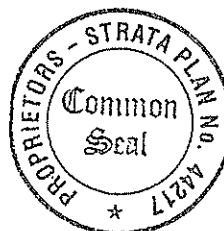
See annexure "A"

(F) The common seal of the Owners-Strata Plan No 44217
was affixed on 28 April 2000 in the presence of—

Signature(s):

Name(s): LEONARD ROBINSON

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that

Council has approved the change of by-laws set out herein.

Signature of authorised officer:

All handwriting must be in block capitals.
A set of notes on this form (97-15CB-2)
is available from the Land Titles Office.

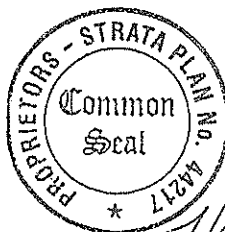
Page 1 of _____

Checked by (LTO use): CR AB

SPECIAL BY-LAW 4:

The Owners for the time being of lots 7,8,27,29,30,31 and 32 shall be entitled to the exclusive use and enjoyment and special privileges in connection with herewith of an area of the common property comprising and shown by on the diagram attached hereto subject to the following conditions:-

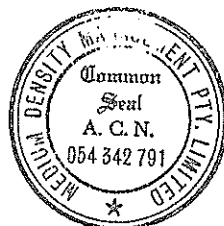
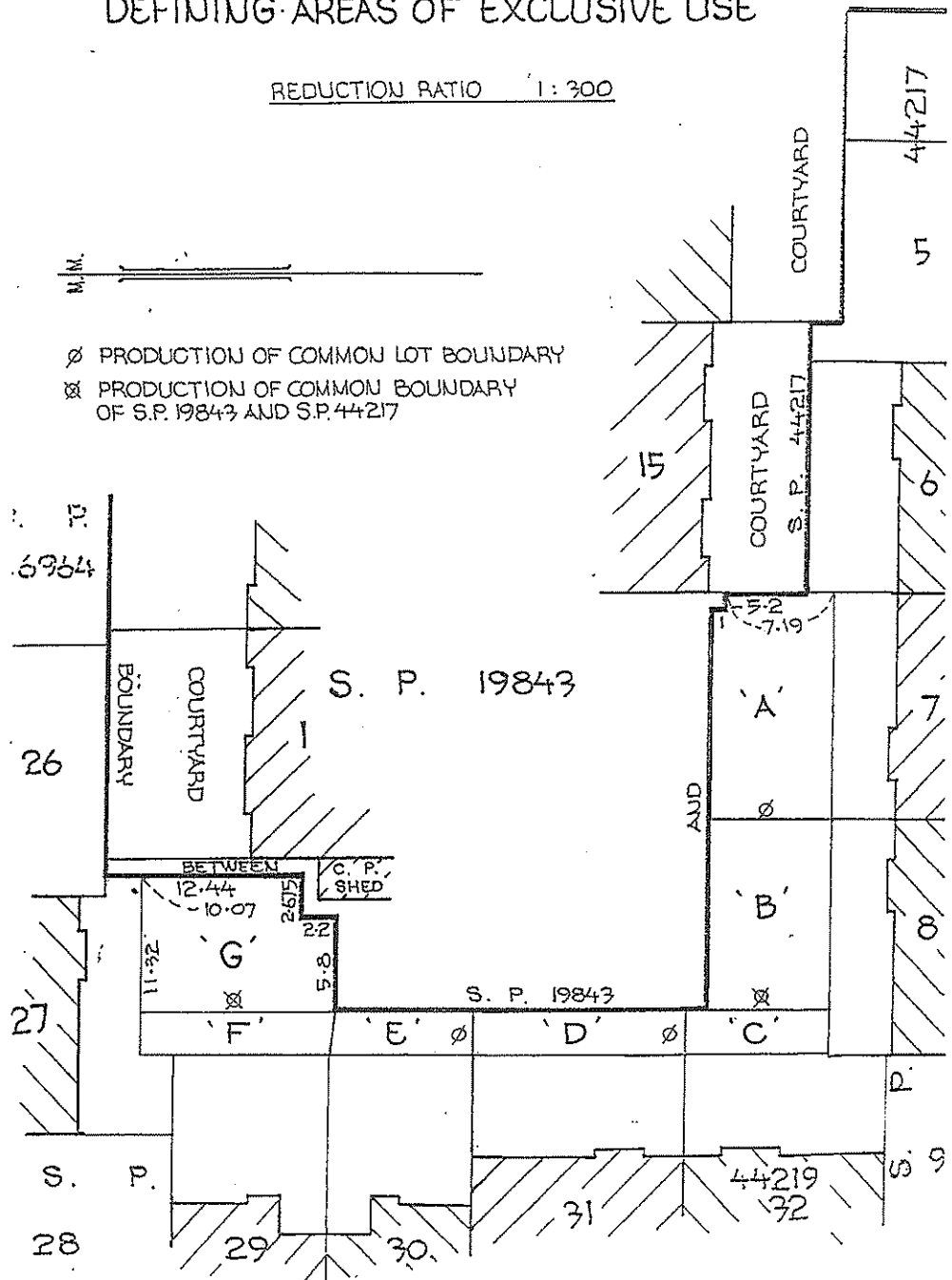
- i) The owner paying the cost of construction of the relocation and renewal of the boundary fences of the courtyard.
- ii) The owner being responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property the subject of this by-law.
- iii) Any damage occasioned to the common property, another lot or personal property by the failure of the owner to maintain the area in a good and serviceable condition shall be made good by the owner.
- iv) The owner shall indemnify and keep indemnified the Owner Corporation against:
 - i) any sum payable by the Owners Corporation by way of increased insurance premiums as a direct or indirect result of the use of the relevant areas of the common property.
 - ii) all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the relevant areas of the common property.
 - iii) all costs, including legal costs, of or about the making of this by-law.
 - iv) any costs or damages incurred by or for which the Owners Corporation is or becomes liable pursuant to Section 63(3) of the Strata Schemes Management Act, 1996 in respect of the use and maintenance of the common property the subject of this by-law.



Kolman

SHOWING COMMON PROPERTY OF S.P. 44217 DEFINING AREAS OF EXCLUSIVE USE

REDUCTION RATIO 1:300



Robinson

Form: 15CB
Release: 3.0
www.lpma.nsw.gov.au

CHANGE OF BY-LAW
New South Wales
Strata Schemes Management
Real Property Act 1996



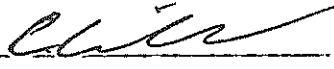
AF927571H

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of 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 <u>CP/SP 44217</u>		
(B) LODGED BY	Document Collection Box 256L	Name, Address or DX, Telephone, and Customer Account Number if any Stanton & Co Pty Ltd Strata Management Level 1, 314 High Street PENRITH NSW 2750 CITY AGENTS DX 1293 SYDNEY 02 9232 2077 Reference: <u>TRB/84</u>	CODE CB

- (C) The Owners-Strata Plan No. 44217 certify that pursuant to a resolution passed on 21 October 2010 and
- (D) in accordance with the provisions of section 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special ByLaw 5
- Amended by-law No. NOT APPLICABLE
- as fully set out below:

see attachement

- (F) The common seal of the Owners-Strata Plan No. 44217 was affixed on 27 October 2010 in the presence of—
- Signature(s):  7/12/2010
- Name(s): CRISTAL GIBBONS STRATA MANAGER

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

SPECIAL BY LAW #5-SOLAR PANELS

1.0 AIMS

To ensure that:-

- 1.1.A consistent and uniform approach is applied to the installation of rooftop solar hot water systems and solar panels within common property areas.
- 1.2.Installation occurs in a manner which does not unreasonably affect the appearance of the common property.
- 1.3.Installation occurs in a manner which does not affect the structural adequacy of common property buildings.
- 1.4.Views and outlook from dwelling units are not unreasonably affected by rooftop solar hot water systems and solar panels on neighboring units.

2.0 POLICY REQUIREMENTS

- 2.1.Rooftop solar panels in association with a hot water service may be installed.
- 2.2.Rooftop solar hot water systems for the purpose of this policy include a single unit combining the solar panel and water tank on the roof, or a split system with a solar panel on the roof and a water tank at ground level.
- 2.3.Solar panels for other purposes are not permitted within common property, with the exception of stand alone garden lighting.
- 2.4.The written approval of the owners corporation is required prior to the installation of rooftop solar hot water systems.
- 2.5.Rooftop solar hot water systems are to be installed only by licensed installers.

3.0 DESIGN CRITERIA-CONDITIONS

- 3.1Solar hot water systems must not exceed a maximum area 6 square metres per dwelling unit rooftop.
- 3.2Solar panels must not protrude above the ridge line of the roof.
- 3.3Solar panels must be located only on the portion of roof directly above the owner's dwelling unit.
- 3.4Solar panels must not protrude above the window sill height of a neighbor's dwelling unit or deck view line.
- 3.5Solar panels must not result in glare or reflection of sunlight into neighboring dwelling units or yards.
- 3.6Solar panels are not permitted on freestanding garages.
- 3.7The structural capacity of the roof to support the loads imposed by a solar hot water system

shall be certified by a structural engineer where necessary prior to approval being granted by the owners corporation.

3.8Maximum of one installation per dwelling unit.

4.0 RESPONSIBILITIES

- 4.1.The installation, including any necessary structural improvements to the roof, and ongoing maintenance of the solar panels and hot water system are at the expense of the dwelling unit owner.
- 4.2.The trimming of trees and garden vegetation to maintain solar access to solar panels is the responsibility of the dwelling unit owner or occupier.
- 4.3.Cleaning of trapped leaf litter around solar panels is the responsibility of the unit or occupier.
- 4.4.Roof leaks and structural repairs as a consequence of the installation of rooftop solar panels and hot water systems are at the expense of the dwelling unit owner.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 671455
Your Reference:
Contact No.

Issue Date: 03 May 2023
Certificate No: 23/01904

Issued to: Mr D Wilson
51 Lemongrove Road
PENRITH NSW 2750

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: MULGOA

Location: 26/9 Birmingham Road SOUTH PENRITH NSW 2750

Land Description: Lot 26 SP 44219

- 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 (Building Sustainability Index: BASIX) 2004.

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 No.65 - Design Quality of Residential Apartment Development.

State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development*.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts*.

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 (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.)

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 R3 Medium Density Residential
(Penrith Local Environmental Plan 2010)**

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a concentration of housing with access to services and facilities.
- To enhance the essential character and identity of established residential areas.
- To ensure that a high level of residential amenity is achieved and maintained.
- To ensure that development reflects the desired future character and dwelling densities of the area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture

4 Prohibited

Any other development not specified in item 2 or 3

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.)

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

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

used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

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

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

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

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

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

2(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.)

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

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.

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 and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

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

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Complying development under the Low Rise Housing Diversity Code may be carried out on the land if the land is within one of the abovementioned zones.

GREENFIELD HOUSING CODE

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

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE

(The Industrial and Business Buildings Alterations 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 Alterations 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, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

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

SUBDIVISIONS CODE

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

DEMOLITION CODE

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

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

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

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

FIRE SAFETY CODE

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

NOTE:

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

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

5 EXEMPT DEVELOPMENT

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

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

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

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

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

7 LAND RESERVED FOR ACQUISITION

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

8 ROAD WIDENING AND ROAD REALIGNMENT

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

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

9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

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

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

No, flood related development controls for land between the flood planning area and the probable maximum flood do not apply to the land or part of the land.

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 property

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.

(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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

11 BUSH FIRE PRONE LAND

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

12 LOOSE FILL ASBESTOS INSULATION

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

13 MINE SUBSIDENCE

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

14 PAPER SUBDIVISION INFORMATION

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

15 PROPERTY VEGETATION PLANS

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

16 BIODIVERSITY STEWARDSHIP SITES

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

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

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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	Yes
(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	Yes

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).)

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).

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

(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).)

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

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

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

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

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

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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 2000.

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.

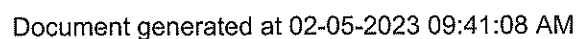
Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) **and** 10.7(5) should be applied for.

Contact Council for details as to obtaining the additional information.

Andrew Moore
General Manager

per





Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)	225 PVC	Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)	1.7	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)	10.5		
Concrete Encased Section	Concrete Encased		
Terminal Maintenance Shaft	115		
Maintenance Shaft	15		
Rodding Point			
Lamphole			
Vertical			
Pumping Station	SP0882		
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	200 PVC
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

Disclaimer

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

Pipe Types

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

Further Information

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

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

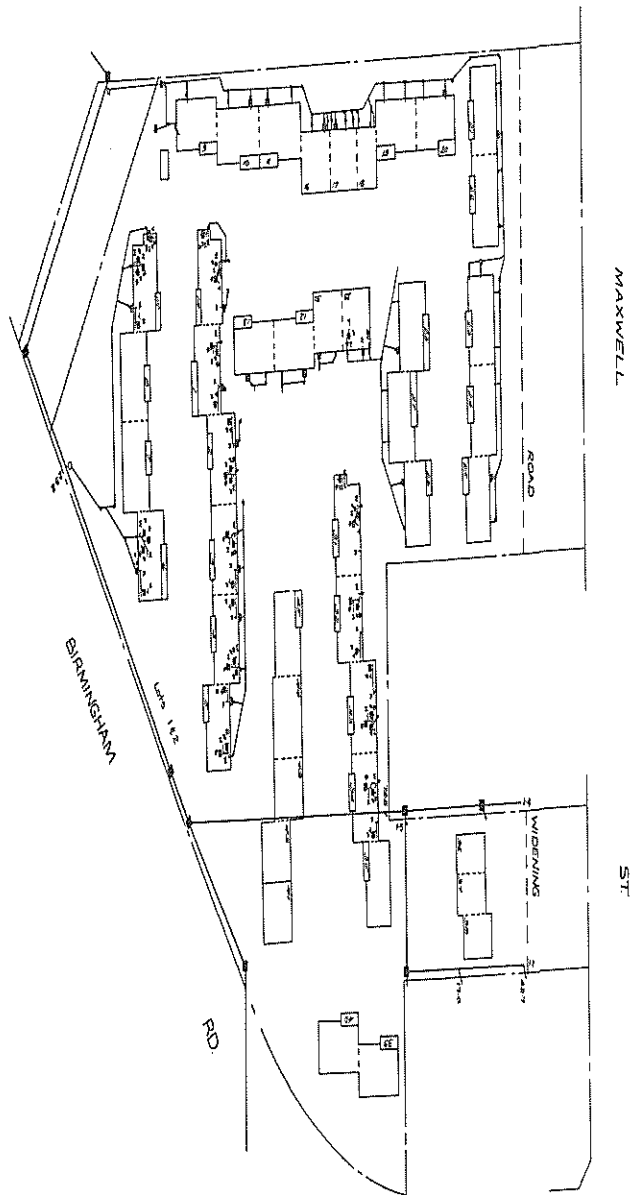
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer Service Diagram

Application Number: 8002436114

[illegible]

Document generated at 02-05-2023 09:41:14 AM

Disclaimer

Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.