

Contract for the sale and purchase of land 2022 edition

TERM
vendor's agent

MEANING OF TERM
Southlands Estate Agents
Unit 9, 2 Birmingham Road SOUTH PENRITH,
NSW 2750

NSW DAN:
phone: 02 4721 1111
email: admin@southlandsea.com.au

co-agent

vendor

vendor's solicitor

date for completion See special conditions (clause 15)
land (address, plan details and title reference) 11/40-50 UNION RD PENRITH NSW 2750
Lot 11 STRATA PLAN 96912
Folio Identifier 11/SP96912

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies
☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space
☐ none ☐ other:

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 ☐ air conditioning ☐ clothes line ☐ fixed floor coverings ☐ range hood
☐ blinds ☐ curtains ☐ insect screens ☐ solar panels
☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ stove
☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna
☐ other:

exclusions
purchaser

purchaser's solicitor

price deposit balance _____ (10% of the price, unless otherwise stated)

contract date _____ (if not stated, the date this contract was made)

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

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

buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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: _____ 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: _____ 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 exemption, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*
(GST residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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 that is 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 2021 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to the off the plan contract Other ☐ 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • 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;
 - *FRGW 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.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

SPECIAL CONDITIONS

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.

15. DISCLOSURE OF UNAPPROVED WORKS

- 15.1 The vendor discloses to the purchaser that the vendor believes that the works **may or may not** have been carried out at the property without the approval of the responsible council. The purchaser acknowledges they are aware of the existence of the works and that the council may not have approved them. The purchaser warrants to the vendor that the purchaser would have entered into this contract even if there is a matter in relation to the works that would justify the making of any upgrading or demolition order in respect of the works by the council. The purchaser agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason only of the facts disclosed in this provision.

The 'works' means:

16 10% Deposit payable by instalments

- (a) Despite any other provision of this Contract, if the vendor at the request of the purchaser agrees in writing that the deposit of 10% of the purchase price ("the Deposit") can be paid by way of instalments, then the Deposit shall be paid in the following manner:
 - (i) An amount equal to 5% of the purchase price upon unconditional exchange of Contract ("the initial Deposit"); and
 - (ii) An amount equal to 5% of the purchase price ("Balance of the Deposit") upon completion of the Contract or upon any event entitling the vendor to terminate the Contract and/or keep or recover the deposit, whichever is the earlier event.
- (b) Time is of the essence in relation to the payment of the deposit, the Initial Deposit and the Balance of the Deposit.
- (b) If the purchaser fails to pay the Balance of the Deposit pursuant to (a)(ii) above then, in addition to any other remedies that may be available to the vendor, the vendor shall be entitled to sue the purchaser for the Balance of the Deposit as a liquidated debt.
- (d) This clause shall not merge on completion.

17. Leases

- (a) If the property is tenanted at the time of exchange and the lease has expired, the vendor may agree (in its absolute discretion) to mark the contract as subject to vacant possession and will serve the appropriate notice on the tenant, PROVIDED HOWEVER:
 - i. The purchaser must obtain confirmation in writing from the vendor's solicitor that vacant possession has been agreed to;
 - ii. The notice to the tenant will only be issued after this agreement is unconditional and a written request is received from the purchaser's solicitor to serve the notice;
 - iii. The purchaser agrees not to raise any requisition or make any objection, claim for compensation or rescind or terminate this agreement if, by the Completion date, the tenant has not vacated the property. In this event, the purchaser further agrees that it will not issue the vendor with a notice to complete and the parties hereby agree that the completion date is extended to the date which is 2 business days after the date of the tenant has vacated the premises.
- (b) If the property is sold subject to an existing tenancy, the purchaser agrees that it will not be entitled to make any objection, requisition or claim for compensation and shall not be entitled to rescind, terminate or delay completion should the tenant exercise his rights pursuant to clause 100 of the Residential Tenancies Act 2010.

18. Subject to lodgement of Transmission Application

18.1 The vendor named **Neville Prentice** is selling the property as the instituted Executrix in the estate of the late **Warren Nicholls**.

- (a) The vendor sells the property as the legal personal representation of the deceased estate of the late **Warren Nicholls**, deceased.
- (b) The parties agree that completion is subject to and conditional upon the vendor **Neville Prentice** becoming registered as the proprietor on title of the property pursuant to grant of representation in respect of the deceased estate within 2 months.

18.2 The completion date will be the later of:

18.2.1 The 42nd day after the contract date; and

18.2.2 The 14th day after the date on which the vendor's solicitors notifies the purchaser's solicitors in writing that the vendor **Neville Prentice** has been registered as the proprietor of the deceased.

18.3 If the vendor has not been registered as the proprietor by the date that is 2 months from the date of this contract, then either party shall be at liberty to rescind this agreement and clause 19 shall apply.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/SP96912

SEARCH DATE

TIME

EDITION NO

DATE

4/6/2024

10:44 AM

3

23/3/2023

LAND

LOT 11 IN STRATA PLAN 96912

AT PENRITH

LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

WARREN NICHOLLS

(T AS950077)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96912

2 AS950078 MORTGAGE TO AMP BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

13596

PRINTED ON 4/6/2024

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FOLIO: CP/SP96912

SEARCH DATE	TIME	EDITION NO	DATE
8/10/2024	4:40 PM	5	19/6/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96912
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP96912

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96912
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- RAINE & HORNE ST MARYS
210 QUEEN STREET
ST MARYS 2760

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 SP96912 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B INSTRUMENT
- 3 SP96912 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 4 SP96912 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN
THE S.88B INSTRUMENT
- 5 SP96912 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN
THE S.88B INSTRUMENT
- 6 AN396886 INITIAL PERIOD EXPIRED
- 7 DP1246294 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1246294
- 8 DP1246294 RESTRICTION(S) ON THE USE OF LAND
- 9 AR157644 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10027)

STRATA PLAN 96912

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 100	2	- 100	3	- 112	4	- 100
5	- 100	6	- 101	7	- 101	8	- 101
9	- 101	10	- 102	11	- 102	12	- 112
13	- 102	14	- 102	15	- 103	16	- 103

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96912

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10027) (CONTINUED)

STRATA PLAN 96912

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 103	18	- 103	19	- 104	20	- 104
21	- 104	22	- 104	23	- 105	24	- 105
25	- 105	26	- 105	27	- 100	28	- 100
29	- 101	30	- 101	31	- 101	32	- 102
33	- 102	34	- 102	35	- 103	36	- 103
37	- 103	38	- 113	39	- 104	40	- 113
41	- 105	42	- 100	43	- 100	44	- 100
45	- 100	46	- 100	47	- 99	48	- 99
49	- 100	50	- 100	51	- 101	52	- 100
53	- 101	54	- 101	55	- 101	56	- 101
57	- 101	58	- 101	59	- 102	60	- 102
61	- 102	62	- 102	63	- 102	64	- 102
65	- 102	66	- 102	67	- 102	68	- 102
69	- 103	70	- 103	71	- 103	72	- 103
73	- 103	74	- 103	75	- 103	76	- 103
77	- 113	78	- 104	79	- 104	80	- 113
81	- 104	82	- 104	83	- 104	84	- 104
85	- 104	86	- 105	87	- 105	88	- 105
89	- 105	90	- 105	91	- 105	92	- 113
93	- 113	94	- 106	95	- 106	96	- 106
97	- 113						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

14269

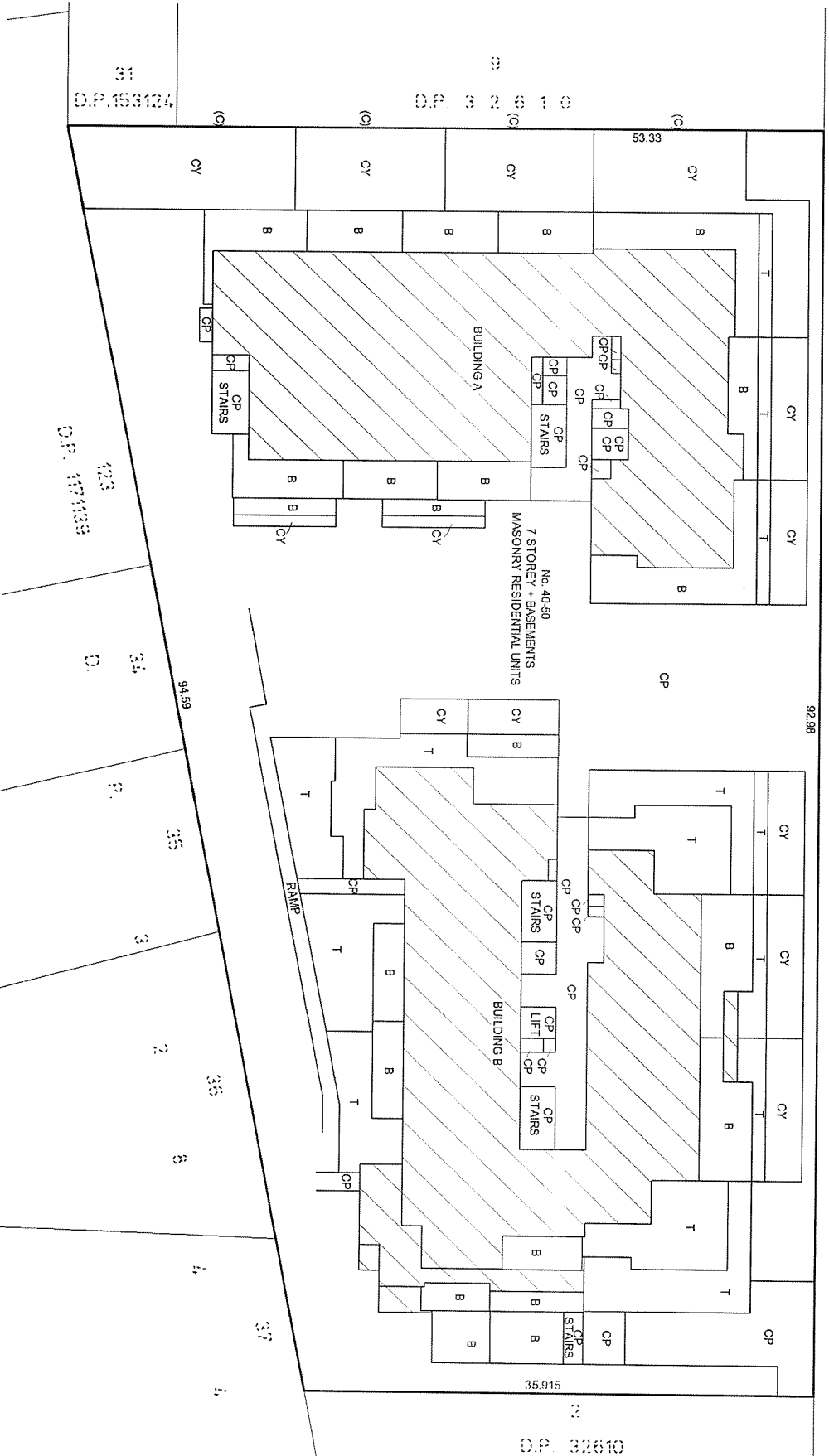
PRINTED ON 8/10/2024

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- NOTES:
1. CP DENOTES COMMON PROPERTY
 2. (C) DENOTES THE LOT BOUNDARY COINCIDENT WITH THE PARCEL BOUNDARY
 3. B DENOTES BALCONY
 4. T DENOTES TERRACE
 5. CY DENOTES COURTYARD

UNION ROAD



LOCATION PLAN

Surveyor : ROLF CAMBRIDGE
 Surveyor's Ref : 9438_Strota
 Subdivision No : SC 2695
 Lengths are in metres. Reduction Ratio 1 : 250

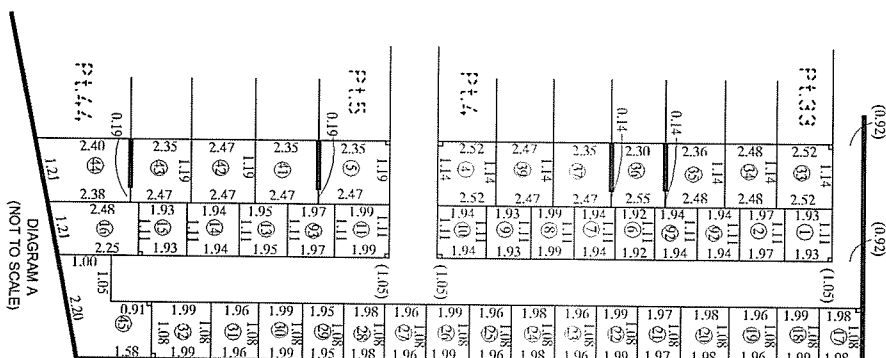
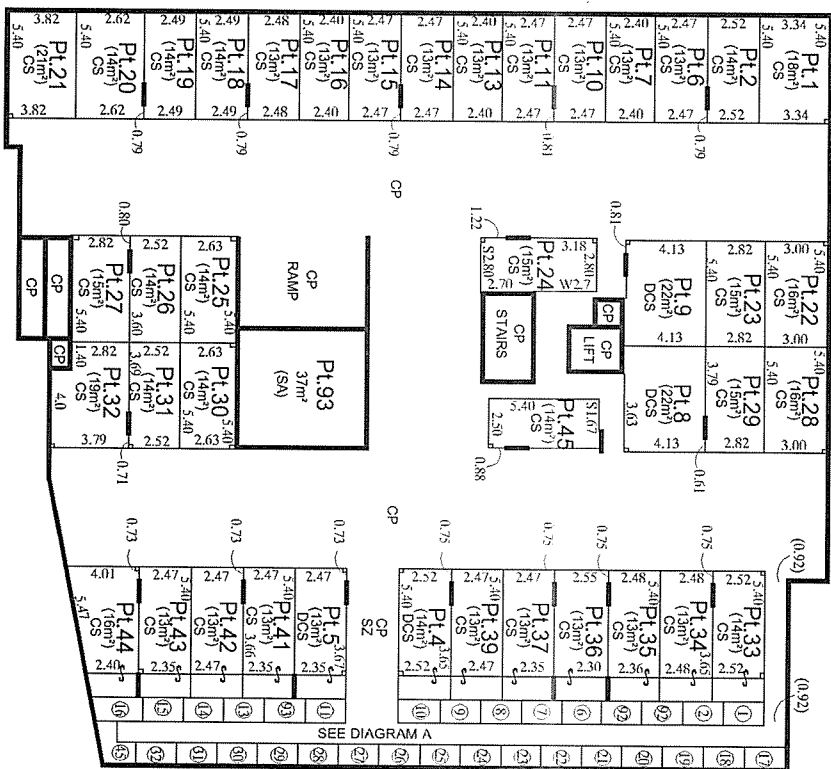
Registered
 1.2.2018

SP96912

- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. CP DENOTES COMMON PROPERTY
 - CS. DENOTES CAR SPACE
 - DCS. DENOTES DISABLED CAR SPACE
 - SA. DENOTES STORAGE AREA
 - SZ. DENOTES SHARED ZONE
 3. S. DENOTES PROLONGATION OF SOUTHERN FACE OF WALL/COLUMN
 - W. DENOTES PROLONGATION OF WESTERN FACE OF WALL/COLUMN
 - L. DENOTES 90°

— DENOTES PROLONGATION OF CENTRELINE OF COLUMN

— DENOTES END FACE OF COLUMN/WALL



SCHEDULE FOR STORAGE AREA

No.	AREA (m²)	Pl. No.	No.	AREA (m²)	Pl. No.
1	(2m²)	Pl.1	24	(2m²)	Pl.24
2	(2m²)	Pl.2	25	(2m²)	Pl.25
3	(2m²)	Pl.3	26	(2m²)	Pl.26
4	(2m²)	Pl.4	27	(2m²)	Pl.27
5	(2m²)	Pl.5	28	(2m²)	Pl.28
6	(2m²)	Pl.6	29	(2m²)	Pl.29
7	(2m²)	Pl.7	30	(2m²)	Pl.30
8	(2m²)	Pl.8	31	(2m²)	Pl.31
9	(2m²)	Pl.9	32	(2m²)	Pl.32
10	(2m²)	Pl.10	33	(2m²)	Pl.33
11	(2m²)	Pl.11	34	(2m²)	Pl.34
12	(2m²)	Pl.12	35	(2m²)	Pl.35
13	(2m²)	Pl.13	36	(2m²)	Pl.36
14	(2m²)	Pl.14	37	(2m²)	Pl.37
15	(2m²)	Pl.15	38	(2m²)	Pl.38
16	(2m²)	Pl.16	39	(2m²)	Pl.39
17	(2m²)	Pl.17	40	(2m²)	Pl.40
18	(2m²)	Pl.18	41	(2m²)	Pl.41
19	(2m²)	Pl.19	42	(2m²)	Pl.42
20	(2m²)	Pl.20	43	(2m²)	Pl.43
21	(2m²)	Pl.21	44	(2m²)	Pl.44
22	(2m²)	Pl.22	45	(2m²)	Pl.45
23	(2m²)	Pl.23	46	(2m²)	Pl.46
24	(2m²)	Pl.24	47	(2m²)	Pl.47
25	(2m²)	Pl.25	48	(2m²)	Pl.48
26	(2m²)	Pl.26	49	(2m²)	Pl.49
27	(2m²)	Pl.27	50	(2m²)	Pl.50
28	(2m²)	Pl.28	51	(2m²)	Pl.51
29	(2m²)	Pl.29	52	(2m²)	Pl.52
30	(2m²)	Pl.30	53	(2m²)	Pl.53
31	(2m²)	Pl.31	54	(2m²)	Pl.54
32	(2m²)	Pl.32	55	(2m²)	Pl.55
33	(2m²)	Pl.33	56	(2m²)	Pl.56
34	(2m²)	Pl.34	57	(2m²)	Pl.57
35	(2m²)	Pl.35	58	(2m²)	Pl.58
36	(2m²)	Pl.36	59	(2m²)	Pl.59
37	(2m²)	Pl.37	60	(2m²)	Pl.60
38	(2m²)	Pl.38	61	(2m²)	Pl.61
39	(2m²)	Pl.39	62	(2m²)	Pl.62
40	(2m²)	Pl.40	63	(2m²)	Pl.63
41	(2m²)	Pl.41	64	(2m²)	Pl.64
42	(2m²)	Pl.42	65	(2m²)	Pl.65
43	(2m²)	Pl.43	66	(2m²)	Pl.66
44	(2m²)	Pl.44	67	(2m²)	Pl.67
45	(2m²)	Pl.45	68	(2m²)	Pl.68
46	(2m²)	Pl.46	69	(2m²)	Pl.69
47	(2m²)	Pl.47	70	(2m²)	Pl.70
48	(2m²)	Pl.48	71	(2m²)	Pl.71
49	(2m²)	Pl.49	72	(2m²)	Pl.72
50	(2m²)	Pl.50	73	(2m²)	Pl.73
51	(2m²)	Pl.51	74	(2m²)	Pl.74
52	(2m²)	Pl.52	75	(2m²)	Pl.75
53	(2m²)	Pl.53	76	(2m²)	Pl.76
54	(2m²)	Pl.54	77	(2m²)	Pl.77
55	(2m²)	Pl.55	78	(2m²)	Pl.78
56	(2m²)	Pl.56	79	(2m²)	Pl.79
57	(2m²)	Pl.57	80	(2m²)	Pl.80
58	(2m²)	Pl.58	81	(2m²)	Pl.81
59	(2m²)	Pl.59	82	(2m²)	Pl.82
60	(2m²)	Pl.60	83	(2m²)	Pl.83
61	(2m²)	Pl.61	84	(2m²)	Pl.84
62	(2m²)	Pl.62	85	(2m²)	Pl.85
63	(2m²)	Pl.63	86	(2m²)	Pl.86
64	(2m²)	Pl.64	87	(2m²)	Pl.87
65	(2m²)	Pl.65	88	(2m²)	Pl.88
66	(2m²)	Pl.66	89	(2m²)	Pl.89
67	(2m²)	Pl.67	90	(2m²)	Pl.90
68	(2m²)	Pl.68	91	(2m²)	Pl.91
69	(2m²)	Pl.69	92	(2m²)	Pl.92
70	(2m²)	Pl.70	93	(2m²)	Pl.93
71	(2m²)	Pl.71	94	(2m²)	Pl.94
72	(2m²)	Pl.72	95	(2m²)	Pl.95
73	(2m²)	Pl.73	96	(2m²)	Pl.96
74	(2m²)	Pl.74	97	(2m²)	Pl.97
75	(2m²)	Pl.75	98	(2m²)	Pl.98
76	(2m²)	Pl.76	99	(2m²)	Pl.99
77	(2m²)	Pl.77	100	(2m²)	Pl.100
78	(2m²)	Pl.78	101	(2m²)	Pl.101
79	(2m²)	Pl.79	102	(2m²)	Pl.102
80	(2m²)	Pl.80	103	(2m²)	Pl.103
81	(2m²)	Pl.81	104	(2m²)	Pl.104
82	(2m²)	Pl.82	105	(2m²)	Pl.105
83	(2m²)	Pl.83	106	(2m²)	Pl.106
84	(2m²)	Pl.84	107	(2m²)	Pl.107
85	(2m²)	Pl.85	108	(2m²)	Pl.108
86	(2m²)	Pl.86	109	(2m²)	Pl.109
87	(2m²)	Pl.87	110	(2m²)	Pl.110
88	(2m²)	Pl.88	111	(2m²)	Pl.111
89	(2m²)	Pl.89	112	(2m²)	Pl.112
90	(2m²)	Pl.90	113	(2m²)	Pl.113
91	(2m²)	Pl.91	114	(2m²)	Pl.114
92	(2m²)	Pl.92	115	(2m²)	Pl.115
93	(2m²)	Pl.93	116	(2m²)	Pl.116
94	(2m²)	Pl.94	117	(2m²)	Pl.117
95	(2m²)	Pl.95	118	(2m²)	Pl.118
96	(2m²)	Pl.96	119	(2m²)	Pl.119
97	(2m²)	Pl.97	120	(2m²)	Pl.120
98	(2m²)	Pl.98	121	(2m²)	Pl.121
99	(2m²)	Pl.99	122	(2m²)	Pl.122
100	(2m²)	Pl.100	123	(2m²)	Pl.123
101	(2m²)	Pl.101	124	(2m²)	Pl.124
102	(2m²)	Pl.102	125	(2m²)	Pl.125
103	(2m²)	Pl.103	126	(2m²)	Pl.126
104	(2m²)	Pl.104	127	(2m²)	Pl.127
105	(2m²)	Pl.105	128	(2m²)	Pl.128
106	(2m²)	Pl.106	129	(2m²)	Pl.129
107	(2m²)	Pl.107	130	(2m²)	Pl.130
108	(2m²)	Pl.108	131	(2m²)	Pl.131
109	(2m²)	Pl.109	132	(2m²)	Pl.132
110	(2m²)	Pl.110	133	(2m²)	Pl.133
111	(2m²)	Pl.111	134	(2m²)	Pl.134
112	(2m²)	Pl.112	135	(2m²)	Pl.135
113	(2m²)	Pl.113	136	(2m²)	Pl.136
114	(2m²)	Pl.114	137	(2m²)	Pl.137
115	(2m²)	Pl.115	138	(2m²)	Pl.138
116	(2m²)	Pl.116	139	(2m²)	Pl.139
117	(2m²)	Pl.117	140	(2m²)	Pl.140
118	(2m²)	Pl.118	141	(2m²)	Pl.141
119	(2m²)	Pl.119	142	(2m²)	Pl.142
120	(2m²)	Pl.120	143	(2m²)	Pl.143
121	(2m²)	Pl.121	144	(2m²)	Pl.144
122	(2m²)	Pl.122	145	(2m²)	Pl.145
123	(2m²)	Pl.123	146	(2m²)	Pl.146
124	(2m²)	Pl.124	147	(2m²)	Pl.147
125	(2m²)	Pl.125	148	(2m²)	Pl.148
126	(2m²)	Pl.126	149	(2m²)	Pl.149
127	(2m²)	Pl.127	150	(2m²)	Pl.150
128	(2m²)	Pl.128	151	(2m²)	Pl.151
129	(2m²)	Pl.129	152	(2m²)	Pl.152
130	(2m²)	Pl.130	153	(2m²)	Pl.153
131	(2m²)	Pl.131	154	(2m²)	Pl.154
132	(2m²)	Pl.132	155	(2m²)	Pl.155
133	(2m²)	Pl.133	156	(2m²)	Pl.156
134	(2m²)	Pl.134	157	(2m²)	Pl.157
135	(2m²)	Pl.135	158	(2m²)	Pl.158
136	(2m²)	Pl.136	159	(2m²)	Pl.159
137	(2m²)	Pl.137	160	(2m²)	Pl.160
138	(2m²)	Pl.138	161	(2m²)	Pl.161
139	(2m²)	Pl.139	162	(2m²)	Pl.162
140	(2m²)	Pl.140	163	(2m²)	Pl.163
141	(2m²)	Pl.141	164	(2m²)	Pl.164
142	(2m²)	Pl.142	165	(2m²)	Pl.165
143	(2m²)	Pl.143	166	(2m²)	Pl.166
144	(2m²)	Pl.144	167	(2m²)	Pl.167
145	(2m²)	Pl.145	168	(2m²)	Pl.168
146	(2m²)	Pl.146	169	(2m²)	Pl.169
147	(2m²)	Pl.147	170	(2m²)	Pl.170
148	(2m²)	Pl.148	171	(2m²)	Pl.171
149	(2m²)	Pl.149	172	(2m²)	Pl.172
150	(2m²)	Pl.150	173	(2m²)	Pl.173
151	(2m²)	Pl.151	174	(2m²)	Pl.174
152	(2m²)	Pl.152	175	(2m²)	Pl.175
153	(2m²)	Pl.153	176	(2m²)	Pl.176
154	(2m²)	Pl.154	177	(2m²)	Pl.177
155	(2m²)	Pl.155	178	(2m²)	Pl.178
156	(2m²)	Pl.156	179	(2m²)	Pl.179
157	(2m²)	Pl.157	180	(2m²)	Pl.180
158	(2m²)	Pl.158	181	(2m²)	Pl.181
159	(2m²)	Pl.159	182	(2m²)	Pl.182
160	(2m²)	Pl.160	183	(2m²)	Pl.183
161	(2m²)	Pl.161	184	(2m²)	Pl.184
162	(2m²)	Pl.162	185	(2m²)	Pl.185
163	(2m²)	Pl.163	186	(2m²)	Pl.186
164	(2m²)	Pl.164	187	(2m²)	Pl.187
165	(2m²)	Pl.165	188	(2m²)	Pl.188
166	(2m²)	Pl.166	189	(2m²)	Pl.189
167	(2m²)	Pl.167	190	(2m²)	Pl.190
168	(2m²)	Pl.168	191	(2m²)	Pl.191
169	(2m²)	Pl.169	192	(2m²)	Pl.192
170	(2m²)	Pl.170	193	(2m²)	Pl.193
171	(2m²)	Pl.171	194	(2m²)	Pl.194
172	(2m²)	Pl.172	195	(2m²)	Pl.195
173	(2m²)	Pl.173	196	(2m²)	Pl.196
174	(2m²)	Pl.174	197	(2m²)	Pl.197
175	(2m²)	Pl.175	198	(2m²)	Pl.198
176	(2m²)	Pl.176	199	(2m²)	Pl.199
177	(2m²)	Pl.177	200	(2m²)	Pl.200
178	(2m²)	Pl.178	201	(2m²)	Pl.201
179	(2m²)	Pl.179	202	(2m²)	Pl.202
180	(2m²)	Pl.180	203	(2m²)	Pl.203
181	(2m²)	Pl.181	204	(2m²)	Pl.204
182	(2m²)	Pl.182	205	(2m²)	Pl.205
183	(2m²)	Pl.183	206	(2m²)	Pl.206
184	(2m²)	Pl.184	207	(2m²)	Pl.207
185	(2m²)	Pl.185	208	(2m²)	Pl.208
186	(2m²)	Pl.186	209	(2m²)	Pl.209
187	(2m²)	Pl.187	210	(2m²)	Pl.210
188	(2m²)	Pl.188	211	(2m²)	Pl.211
189	(2m²)	Pl.189	212	(2m²)	Pl.212
190	(2m²)	Pl.190	213	(2m²)	Pl.213
191	(2m²)	Pl.191	214	(2m²)	Pl.214
192	(2m²)	Pl.192	215	(2m²)	Pl.215
193	(2m²)	Pl.193	216	(2m²)	Pl.216
194	(2m²)	Pl.194	217	(2m²)	Pl.217
195	(2m²)	Pl.195	218	(2m²)	Pl.218
196	(2m²)	Pl.196	219	(2m²)	Pl.219
197	(2m²)	Pl.197	220	(2m²)	Pl.220
198	(2m²)	Pl.198	221	(2m²)	Pl.221
199	(2m²)	Pl.199	222	(2m²)	Pl.222
200	(2m²)	Pl.200	223	(2m²)	Pl.223
201	(2m²)	Pl.201	224	(2m²)	Pl.224
202	(2m²)	Pl.202	225	(2m²)	Pl.225
203	(2m²)	Pl.203	226	(2m²)	Pl.226
204	(2m²)	Pl.204	227	(2m²)	Pl.227
205	(2m²)	Pl.205	228	(2m²)	Pl.228
206	(2m²)	Pl.206	229	(2m²)	Pl.229
207	(2m²)	Pl.207	230	(2m²)	Pl.230
208	(2m²)	Pl.208	231	(2m²)	Pl.231

DIAGRAM
(NOT TO SCALE)

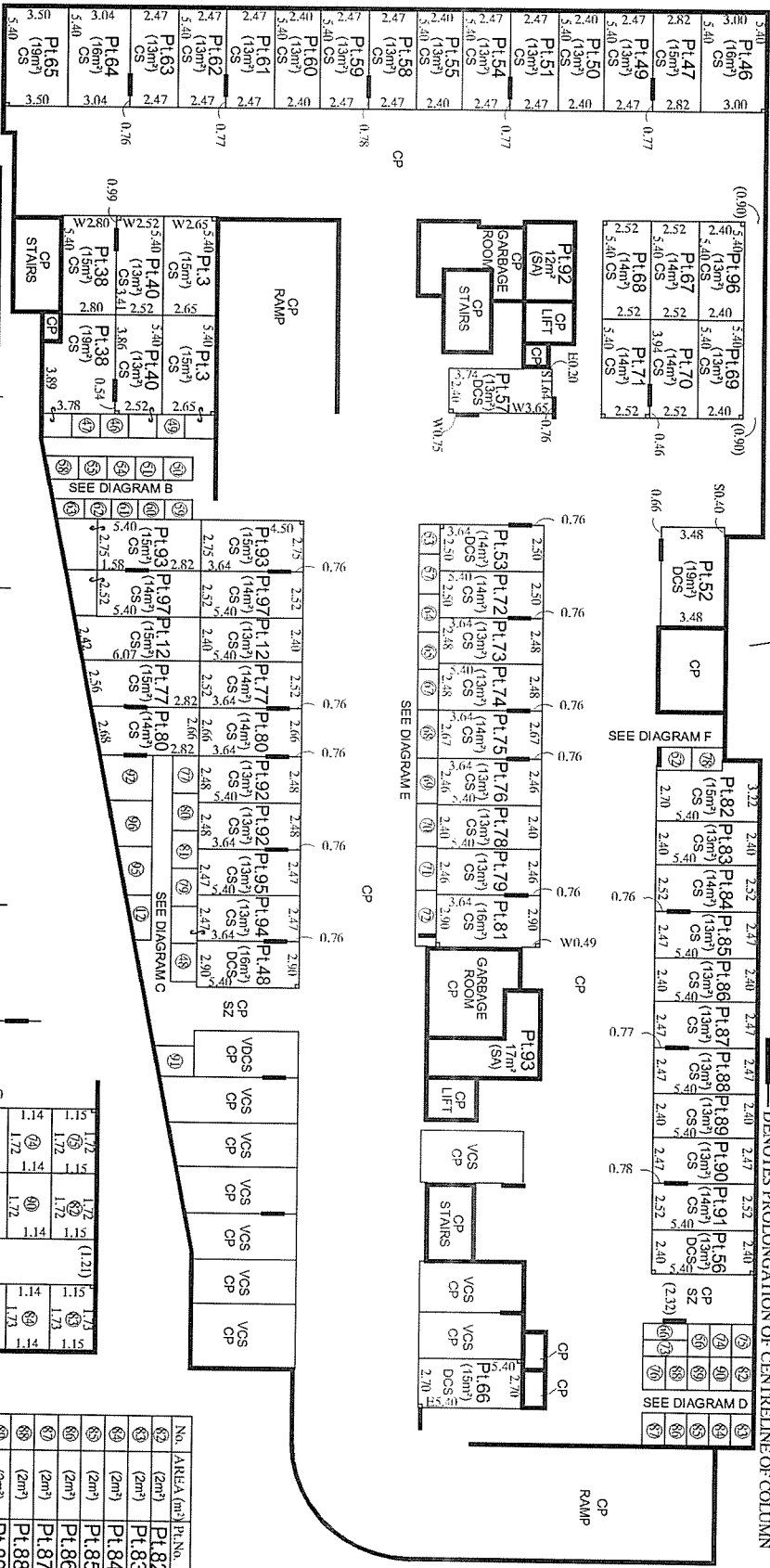
DIAGNOSTIC
(NOT TO SCALE)

NOTES:

1. ALL AREAS ARE APPROXIMATE
2. CP DENOTES COMMON PROPRIETARY
- CS. DENOTES CAR SPACE
- DCS. DENOTES DISABLED CAR SPACE
- VCS. DENOTES VISITOR CAR SPACE
- YDCS. DENOTES VISITOR DISABLED CAR SPACE
- SD. DENOTES SHARED ZONE
- SA. DENOTES STORAGE AREA
3. E. DENOTES PROLONGATION OF EASTERN FACE OF WALL COLUMN
- W. DENOTES PROLONGATION OF WESTERN FACE OF WALL COLUMN
5. DENOTES PROLONGATION OF SOUTHERN FACE OF WALL COLUMN
6. DENOTES 90°

- DENOTES PROLONGATION OF CENTRELINE OF COLUMN

SCHEDULE FOR STORE AREA



No.	AREA (m ²)	%NO
62	(2m)	Pl.82
63	(2m)	Pl.83
64	(2m)	Pl.84
65	(2m)	Pl.85
66	(2m)	Pl.86
67	(2m)	Pl.87
68	(2m)	Pl.88
69	(2m)	Pl.89
70	(2m)	Pl.90
71	(2m)	Pl.91
72	(6m)	Pl.92
73	(6m)	Pl.93
74	(4m)	Pl.94
75	(4m)	Pl.95
76	(5m)	Pl.96
77	(3m)	Pl.97
78	(2m)	Pl.65
79	(2m)	Pl.66
80	(2m)	Pl.67
81	(2m)	Pl.68
82	(2m)	Pl.69
83	(2m)	Pl.70
84	(2m)	Pl.71
85	(2m)	Pl.72
86	(3m)	Pl.73
87	(2m)	Pl.74
88	(2m)	Pl.75
89	(2m)	Pl.76
90	(2m)	Pl.77
91	(2m)	Pl.78
92	(2m)	Pl.79
93	(2m)	Pl.80
94	(2m)	Pl.81

UPPER BASEMENT PLAN (0.20)
DIAGRAM B
(NOT TO SCALE)

(NOT TO SCALE)

Surveyor : ROLF CAMBRIDGE
Surveyor's Ref : 9438_Strata
Subdivision No : SC 2695
Lengths are in metres. Reduction Ratio 1 :

Registered


1.2.2018

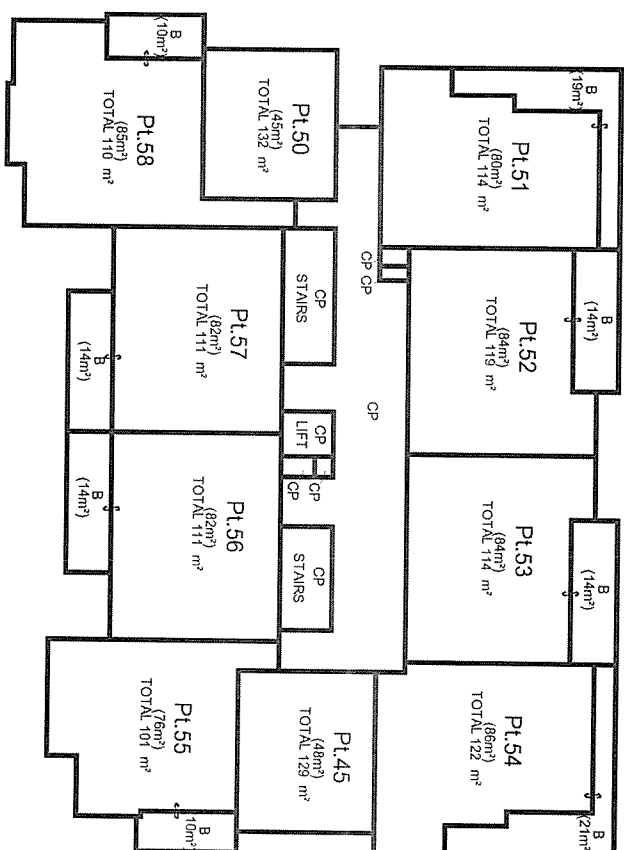
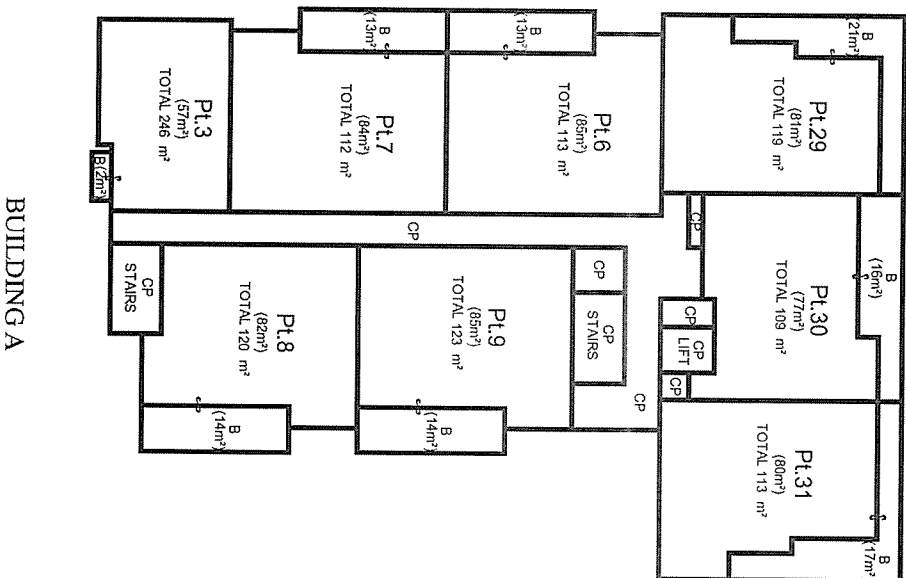
SP96912

LEVEL ONE

BUILDING B

SP96912

- NOTES:
1. ALL AREAS ARE APPROXIMATE.
 2. CP DENOTES COMMON PROPERTY
 3. B. DENOTES BALCONY
 4. THE STRATUM OF THE BALCONIES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT



LEVEL TWO

00 10 20 30 40 50 60 70 80 90 100 110 120 130 140

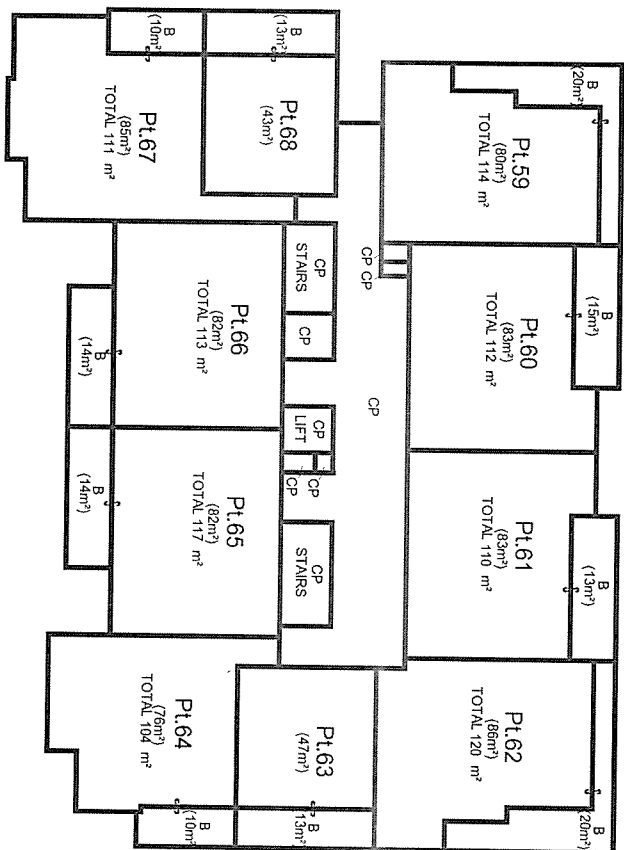
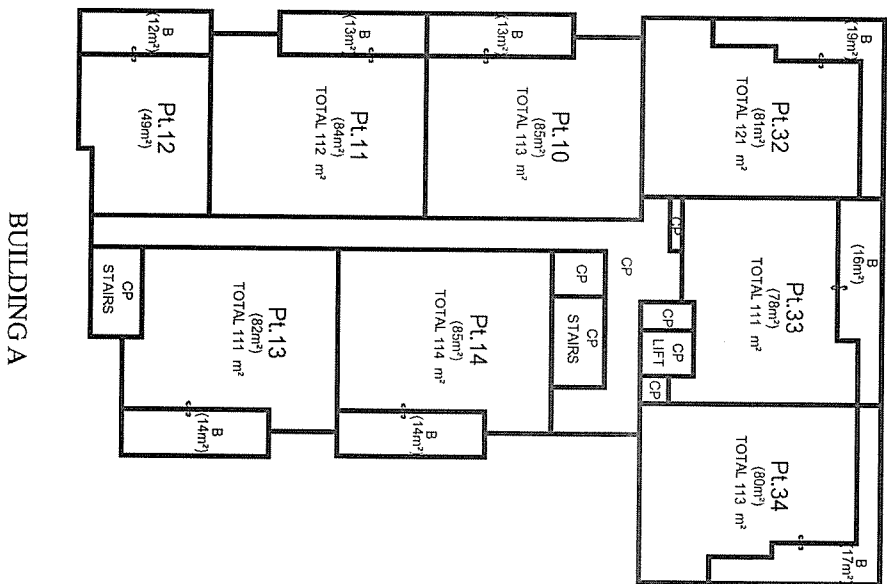
Table of mm

Surveyor : ROLF CAMBRIDGE
 Surveyor's Ref : 9438_Strata
 Subdivision No : SC 2695
 Lengths are in metres. Reduction Ratio 1 : 250

Registered
 1.2.2018

SP96912

- NOTES:
1. ALL AREAS ARE APPROXIMATE.
 2. CP DENOTES COMMON PROPERTY
 3. B. DENOTES BALCONY
 3. THE STRATUM OF THE BALCONIES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIFT



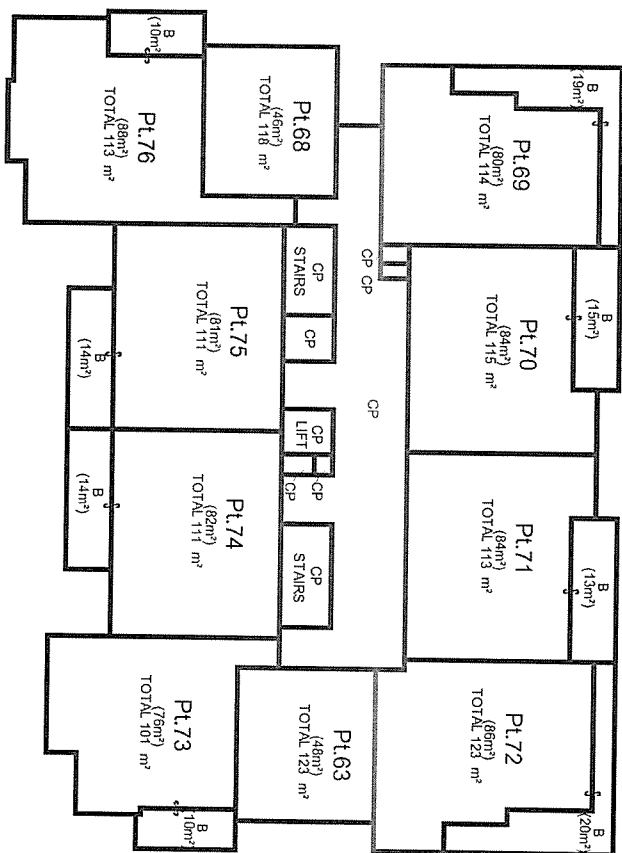
LEVEL THREE

Surveyor : ROLF CAMBRIDGE
Surveyor's Ref : 9438_Strata
Subdivision No : SC 2695
Lengths are in metres. Reduction Ratio 1 : 250

Registered
12.2018

SP96912

- NOTES:
1. ALL AREAS ARE APPROXIMATE.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY
 4. THE STRATUM OF THE BALCONIES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT



LEVEL FOUR

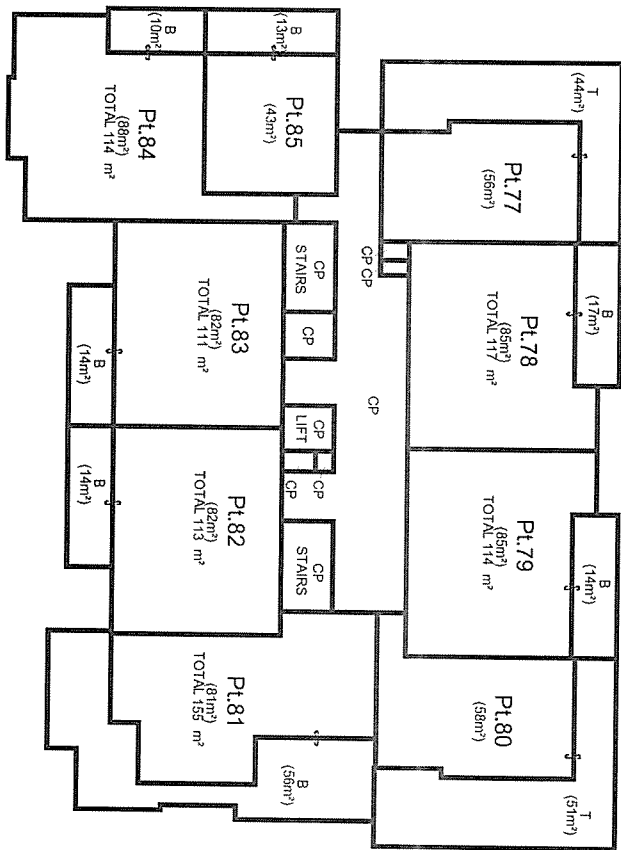
Surveyor : ROLF CAMBRIDGE
 Surveyor's Ref : 9438_Strato
 Subdivision No : SC 2695

Registered
 1.2.2018

SP96912

Lengths are in metres. Reduction Ratio 1 : 250

- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. CP DENOTES COMMON PROPERTY
 3. B. DENOTES BALCONY
 4. T. DENOTES TERRACE
 5. THE STRATUM OF THE TERRACES & BALCONIES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT



LEVEL FIVE

BUILDING A

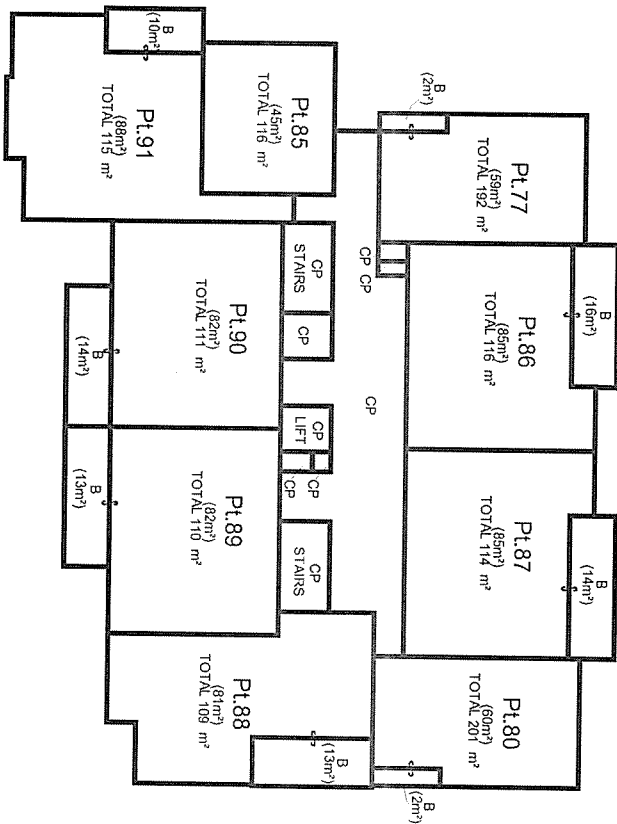
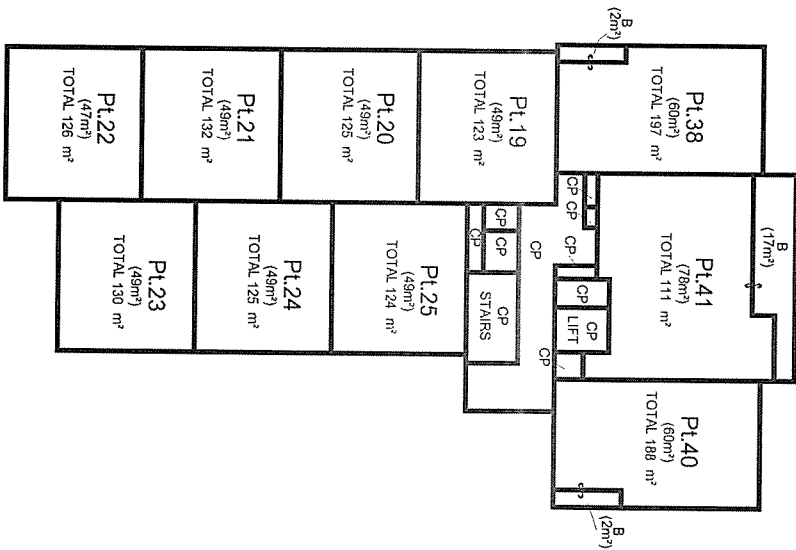
BUILDING B

Surveyor : ROLF CAMBRIDGE
 Surveyor's Ref : 9438_Strata
 Subdivision No : SC 2695
 Lengths are in metres. Reduction Ratio 1 : 250

Registered
 12.2018

SP96912

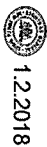
- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY
 4. THE STRATUM OF THE BALCONIES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT



LEVEL SIX

00	10	20	30	40	50	Table of mm	90	100	110	120	130	140	150	160
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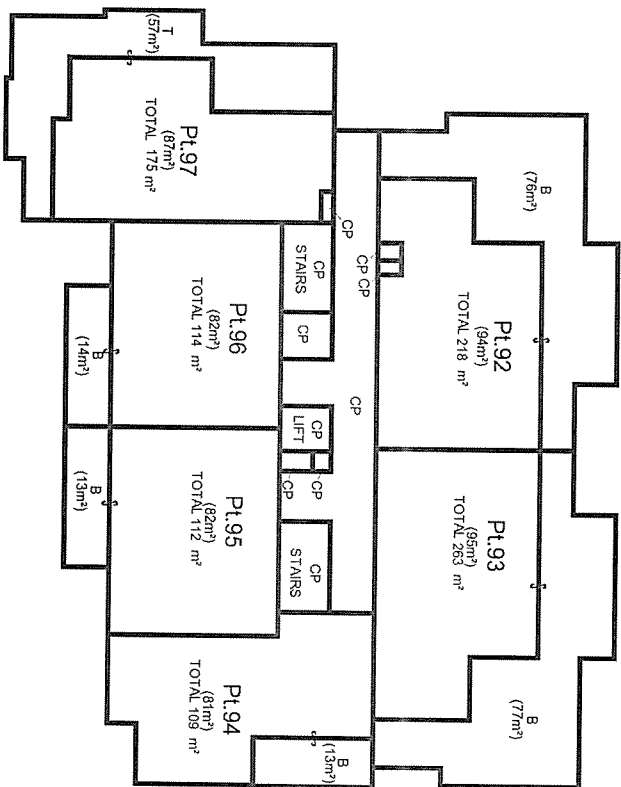
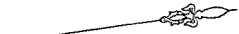
Surveyor : ROLF CAMBRIDGE
 Surveyor's Ref : 9438_Strata
 Subdivision No : SC 2695
 Lengths are in metres. Reduction Ratio 1 : 250



Registered

SP96912

- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. CP DENOTES COMMON PROPERTY
 - B. DENOTES BALCONY
 - T. DENOTES TERRACE
 3. THE STRATUM OF THE TERRACES & BALCONIES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT

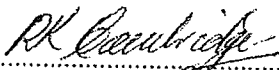
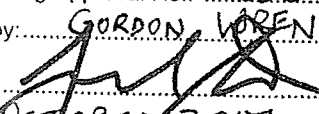


BUILDING B

LEVEL SEVEN

00	10	20	30	40	50	Table of mm	90	100	110	120	130	140	150	160
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Surveyor : ROLF CAMBRIDGE Surveyor's Ref : 9438_Strota Subdivision No : SC 2695 Lengths are in metres. Reduction Ratio 1 : 250	Registered 1.2.2018	SP96912
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only Registered:  1.2.2018		Office Use Only SP96912	
PLAN OF SUBDIVISION OF: LOT 100 IN D.P. 1220508		LGA: PENRITH Locality: PENRITH Parish: MULGOA County: CUMBERLAND	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme			
Address for Service of Documents 40-50 UNION STREET, PENRITH. 2750. N.S.W. Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option A / B Smoke penetration: Option A / B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
Surveyor's Certificate I, Rolf Cambridge, ATS Land Surveyors PtyLtd....., of 3/75 Ryedale Road, Wesat Ryde 2114....., being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 12.10.17 Surveyor ID: 720 Surveyor's Reference: 9438-strata ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Accredited Certifier) I, GORDON WREN being an Accredited Certifier, accreditation number BPB 0447 , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with Section 63 Strata Schemes Development Act 2015. Certificate Reference: SC 2695 Relevant Planning Approval No.: CDC 971 issued by: GORDON WREN Signature:  Date: 18th OCTOBER 2017 ^ Insert lot numbers of proposed utility lots.	

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  1.2.2018

SP96912

VALUER'S CERTIFICATE

I, Ross Stephen being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: RSS Date 18th October 2017

~~PROPOSED~~ SCHEDULE OF UNIT ENTITLEMENT

LOT	U.E.	LOT	U.E.	LOT	U.E.
1	100	33	102	65	102
2	100	34	102	66	102
3	112	35	103	67	102
4	100	36	103	68	102
5	100	37	103	69	103
6	101	38	113	70	103
7	101	39	104	71	103
8	101	40	113	72	103
9	101	41	105	73	103
10	102	42	100	74	103
11	102	43	100	75	103
12	112	44	100	76	103
13	102	45	100	77	113
14	102	46	100	78	104
15	103	47	99	79	104
16	103	48	99	80	113
17	103	49	100	81	104
18	103	50	100	82	104
19	104	51	101	83	104
20	104	52	100	84	104
21	104	53	101	85	104
22	104	54	101	86	105
23	105	55	101	87	105
24	105	56	101	88	105
25	105	57	101	89	105
26	105	58	101	90	105
27	100	59	102	91	105
28	100	60	102	92	113
29	101	61	102	93	113
30	101	62	102	94	106
31	101	63	102	95	106
32	102	64	102	96	106
				97	113
				AGGR	10026

10027

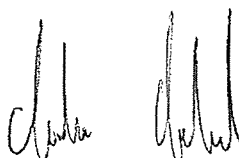
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  1.2.2018		SP96912

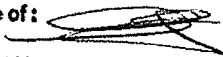
This sheet is for the provision of the following information as required:

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

Pursuant to Section 88b of The Conveyancing Act 1919 (as amended) it is intended to create:

1. Restriction on the Use of Land
2. Restriction on the Use of Land
3. Positive Covenant
4. Positive Covenant


CHARLIE DAHER
 SOLE DIRECTOR/ SECRETARY
 UNION GROUP DEVELOPMENTS PTY LTD
 ACH: 153 030 329

SIGNED SEALED AND DELIVERED) By executing this document the attorney
 for and on behalf of ST.GEORGE) states that they have received no notice
 BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney
 BANKING CORPORATION ABN 33)
 007 0457 141 by its attorney under power)
 of attorney dated 17 January 2001)
 registration No. 332 Book 4299 In the)
 Presence of: 

Witness(signature)

MEI. ZHANG

Name of Witness (Print)

ADDRESS OF WITNESS

1 STATION ST
 PERKITH

ATTORNEY

Name: MARIE LLOYD

Tier: TIER 3

Date: 30/10/2017

ePlan

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

(Sheet 1 of 6)

Plan: **SP96912**

Plan of Subdivision of Lot 100 in
D.P. 1220508
Strata Certificate No: *SC 2695*

Full name and address of the owner of the land: Union Group Developments Pty Ltd.
Suite 23 178-186 Queen Street,
St Marys NSW 2760

Part 1 (Creation)

Number of item shown in the intention panel of the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s) road(s), bodies or Prescribed Authorities:
1.	Restriction on the use of land.	Common Property	Penrith City Council
2	Restriction on the use of land.	Common Property	Penrith City Council
3.	Positive Covenant.	Common Property	Penrith City Council
4.	Positive Covenant	Common Property	Penrith City Council

and. GOS

ePlan
(Sheet 2 of 6)

Plan:
SP96912

Plan of Subdivision of Lot 100 in
D.P. 1220508
Strata Certificate No: *SC 2695*

PART 2

1. TERMS OF RESTRICTION ON USE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

The proprietor of the burdened lot shall not:

- (a) Erect, construct or place any building or other structure,
- (b) Make alterations to the ground surface levels, grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structure associated with the on-site detention system including water sensitive urban design measures,

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

NAME OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY TERMS OF RESTRICTION ON USE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Penrith City Council

2. TERMS OF RESTRICTION ON USE SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

The proprietor of the burdened lot shall not:

- (a) Erect, construct or place any building or other structure,
- (b) Make alterations to the ground surface levels, grates, pipes, pits, drains, walls, tanks, chambers, basins or any other structure associated with the overland flow path,

et al. *BB*

ePlan

(Sheet 3 of 6)

Plan:
SP96912

Plan of Subdivision of Lot 100 in
D.P. 1220508
Strata Certificate No: *SC 2695*

PART 2(cont)

- (a) Erect any fencing, including boundary fencing, unless such fencing is of open style which will not obstruct the flow of water across the land.

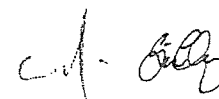
Within the land so burdened without prior written consent of Penrith City Council.

NAME OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY TERMS OF RESTRICTION
ON USE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Penrith City Council

2. TERMS OF POSITIVE COVENANT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

- (1) The proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structures of and incidental to the on-site detention system including water sensitive urban design measures within the land so burdened to the satisfaction of Penrith City Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.
- (2) Where the proprietor of the burdened lots fails to comply with any written request of the Penrith City Council referred to in (1) above the registered proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.



ePlan

(Sheet 4 of 6)

Plan:
SP96912

Plan of Subdivision of Lot 100 in
D.P. 1220508
Strata Certificate No: *SC 2695*

PART 2(cont)

3. Full and free right for the Penrith City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structure or alter surface levels to ensure the on-site detention system including water sensitive urban design measures within the land so burdened functions in accordance with the approved Construction Certificate (Council Reference: DA 15 /0549).

NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Penrith City Council

3. TERMS OF POSITIVE COVENANT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

1. The proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structures of and incidental to the overland flow path within the land so burdened to the satisfaction of Penrith City Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.
2. Where the proprietor of the burdened lots fails to comply with any written request of the Penrith City Council referred to in (1) above the registered proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.

C. J. Bailey

ePlan
(Sheet 5 of 6)

Plan:
SP96912

Plan of Subdivision of Lot 100 in
D.P. 1220508
Strata Certificate No: *SC2695*

PART 2(cont)

3. Full and free right for the Penrith City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structure or alter surface levels to ensure the overland flow path within the land so burdened functions in accordance with the approved Construction Certificate (Council Reference: DA 15 /0549).

NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Penrith City Council

Execution by the Prescribed Authority

Penrith City Council by its authorised delegate pursuant to s.377 Local Government Act 1919
..... *Gavin Cherry* (name of delegate).

..... *Gavin Cherry*
Signature of delegate

..... *Gavin Cherry - Development Assessment Coordinator*
Name of delegate

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

..... *Christine Martin*
Signature of witness

..... *CHRISTINE MARTIN*
Name of witness

..... *c/- 601 HIGH ST*
..... *PENRITH*
.....
Address of witness

C.V.

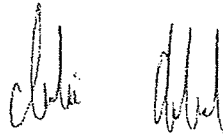
ePlan

(Sheet 6 of 6)

Plan:
SP96912

Plan of Subdivision of Lot 100 in
D.P. 1220508
Strata Certificate No: *SC 2695*

UNION GROUP DEVELOPMENTS PTY LTD -
(acn: 153 030 329)



Charlie Daher
Sole Director/ Secretary

W.
SIGNED SEALED AND DELIVERED
for and on behalf of ST.GEORGE
BANK - A DIVISION OF WESTPAC
BANKING CORPORATION ABN 33
607 0457 141 by its attorney under power
of attorney dated 17 January 2001
registration No. 332 Book 4299 in the
Presence of:

Witness(signature)

MEI ZHANG
Name of Witness (Print)

) By executing this document the attorney
) states that they have received no notice
) of revocation of the power of attorney

ATTORNEY
Name: *Mark B. Kears*
Tier: *Tier 3*
Date: *30/10/2017*

SIGNED SEALED AND DELIVERED
for and on behalf of ST.GEORGE
BANK - A DIVISION OF WESTPAC
BANKING CORPORATION ABN 33
607 0457 141 by its attorney under power
of attorney dated 17 January 2001
registration No. 332 Book 4299 in the
Presence of:

Witness(signature)

MEI ZHANG
Name of Witness (Print)

) By executing this document the attorney
) states that they have received no notice
) of revocation of the power of attorney

ATTORNEY
Name: *JOHN CHEAH*
Tier: *3*
Date: *15/11/2018*

WITNESS
ADDRESS
*1 STATION ST
PERNITH*

1.2.2018



REGISTERED

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN396886L

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

(A) **TORRENS TITLE**

For the common property
CP/SP96912

(B) **LODGED BY**

Document Collection Box 28A	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	LLPN: SAI GLOBAL Property 124247U DX 885 SYDNEY 02 9210 0700 Reference: 7131 5258	CH

- (C) The Owners-Strata Plan No. 96912 certify that a special resolution was passed on 4th May 2018
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Laws No 1-6

Amended by-law No. NOT APPLICABLE

as fully set out below:

Special By-Law 1:

1. The Owners Corporation consents, to the owner(s) for the time being of Lot 3 retaining the existing air conditioning unit installed upon the common property and the secretary is authorised to provide the necessary written consent on behalf of the Owners Corporation.
2. Conditions relating to Owners Corporation consent:
 - (a) The owner(s) for the time being and from time to time of Lot 3 shall be responsible for the proper construction, installation maintenance and repair of any works without expense to the Owners Corporation.
 - (b) Any damage caused to the common property due to any on-going maintenance of the air conditioning unit is to be rectified immediately at the full cost of the owner(s) for the time being of Lot 3 and, without in any way limiting the operation of this condition, the owner(s) for the time being of Lot 3 shall:
 - (i) Ensure that all wall penetrations (both internal and external) and mounting points from where the air conditioner is being removed or repaired and repainted to match existing colour.
 - (ii) Repair and repaint other bolt holes and wall damage from where other air conditioning units have been removed in the past.
 - (iii) In the carrying out of any further works, the owner of Lot 3 shall ensure that the works are carried out with due diligence and that disturbance to other lot owner(s) is kept to a minimum.

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

- (G) The seal of The Owners-Strata Plan No. 96912 was affixed on 28TH MAY 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: _____

Name: Robert Bruce Kilgour

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

I am authorised to make this amendment.
Melissa Christodinos 25.07.2018

I am authorised to make this amendment
Melissa Christodinos 25.07.2018

Annexure: A to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

The Owners - Strata Plan 96912

Dated: 28TH MAY 2018

Special By-Law 2:

The car spaces marked Pt 46 and Pt 96 on the plan previously referred to and annexed hereto and marked 'B' are to be designated for the purpose of visitor car spaces.

Special By-Law 3:

The owner(s)/occupier(s) for the time being of Lot 46 are entitled to exclusive use and enjoyment of the visitor parking space (herein called 'the parking space') designated on the annexed plan and marked 'B' subject to the following conditions:

- (a) the parking space can only be used to park a registered motor vehicle.
- (b) the owner(s) must keep the parking space clean of grease and oil and ensure that it is cleaned with water at least once monthly.
- (c) no mechanical or other repairs are to be carried out on the parking space.
- (d) except as otherwise provided in this by-law, the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the common property comprising the parking space.

Special By-Law 4:

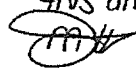
The owner(s)/occupier(s) for the time being of Lot 96 are entitled to exclusive use and enjoyment of the visitor parking space (herein called 'the parking space') designated on the annexed plan and marked 'B' subject to the following conditions:

- (a) the parking space can only be used to park a registered motor vehicle.
- (b) the owner(s) must keep the parking space clean of grease and oil and ensure that it is cleaned with water at least once monthly.
- (c) no mechanical or other repairs are to be carried out on the parking space.
- (d) except as otherwise provided in this by-law, the Owner Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the common property comprising the parking space.

Special By-Law 5:

The owner(s) for the time being of each lot is solely responsible for keeping in a state of good and serviceable repair:

- (i) main entry door lock and handle;
- (ii) letterbox door and letterbox lock; and
- (iii) storage cage, storage cage wire and locking mechanism for the storage cage forming part of their lot.

I am authorised to make
this amendment.
 melissa christodoulos
25-07-2018

Annexure: A to CONSOLIDATION/CHANGE OF BY-LAWS

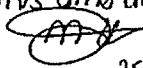
Parties:

The Owners - Strata Plan 96912

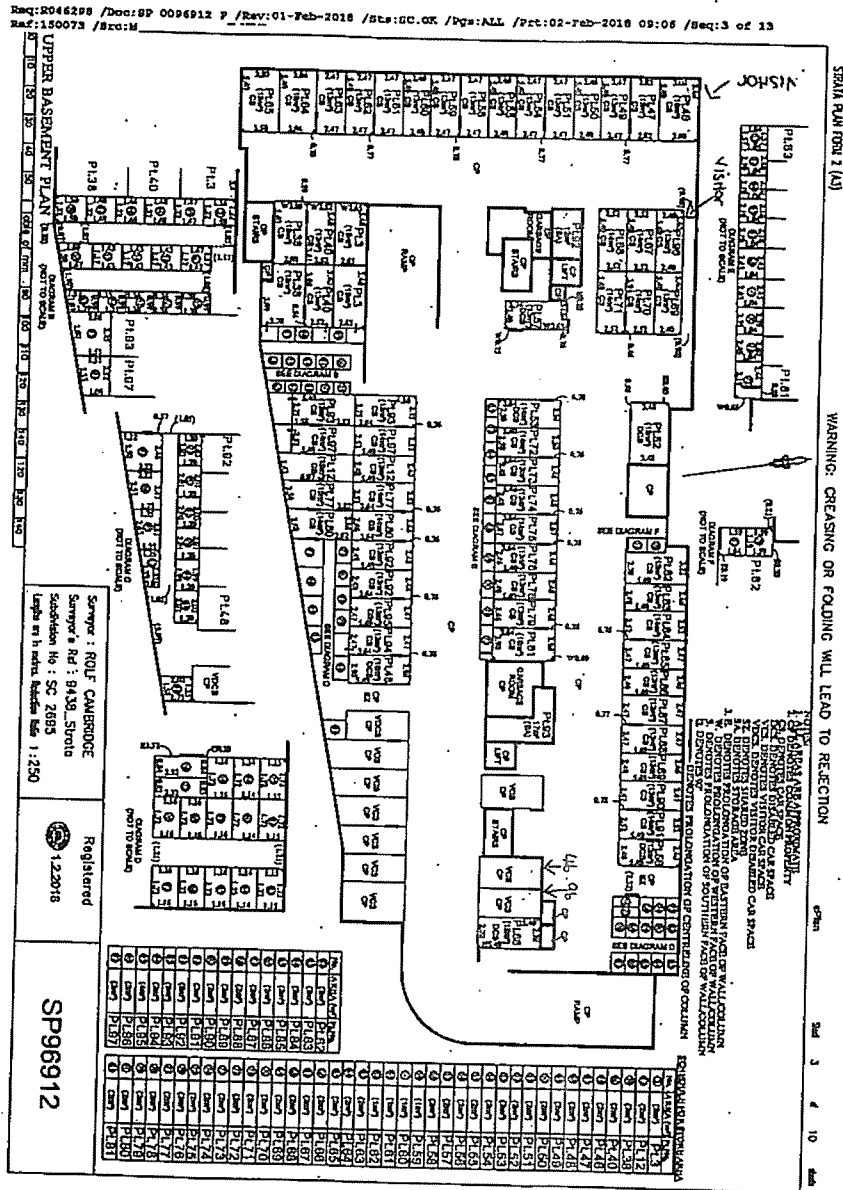
Dated: 28th May 2018

Special By-Law 6:

1. The Owners Corporation consents, to the owners for the time being of Lot 24 installing, maintaining, replacing and/or removing the air conditioning unit for Lot 24 subject to the following conditions:
 - (a) The owner(s) for the time being and from time to time of Lot 24 shall be responsible for the proper construction, installation, maintenance, repair and/or removal of any works without expense to the Owners Corporation.
 - (b) Any damage caused to the common property due to any on-going installation, maintenance, replacement and/or removal of the air conditioning unit is to be rectified immediately at the full cost of the owner(s) for the time being of Lot 24 and, without in any way limiting the operation of this condition, the owner(s) for the time being of Lot 24 shall:
 - (i) Ensure that all wall penetrations (both internal and external) and mounting points from where the air conditioning unit is being removed or repaired and repainted to match existing colour.
 - (ii) Repair and repaint other bolt holes and wall damage from where another air conditioning unit has been removed in the past.
 - (iii) In the carrying out of any further works, the owner(s) for the time being of Lot 24 shall ensure that the works are carried out with due care and due diligence and that disturbance to other lot owners is kept to a minimum.

I am authorised to make
this amendment.
 Melissa Christodoulos
25-07-2018

Annexure 'B' Strata Plan 96912



THIS is the plan annexed to Consolidation/Change of By-Laws in respect of Strata Plan No. 96912 dated 28th MAY 2018

Page 4 of 15

I am authorised to make this amendment

[Signature] melissa chrisostomos
 25-07-2018

Strata Schemes Management Regulation 2016

Current version for 18 December 2017 to date (accessed 29 May 2018 at 16:31)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note. These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, 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.
- (2) 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.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of 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.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) 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, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on 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.

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

- (3) In this by-law:

washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

MINUTES OF THE FIRST ANNUAL GENERAL MEETING FOR THE OWNERS
OF STRATA SCHEME NO: 96912 – 40-50 UNION ROAD, PENRITH HELD
AT RAINE & HORNE ST MARYS, 210 QUEEN STREET ST MARYS ON FRIDAY 4TH MAY
2018 AT 4.30PM.

PRESENT PERSONALLY: C Daher as nominee for Union Group Developments Pty Ltd
(Lots 7,9,10,11,15,16,17,23,27,46,54,55,56,57,61,63,65,66,77,92,93)
J R Patrick (Lot 19)
B S Jo (Lot 22)
S Cull (Lot 25)
V Vasiliou (Lot 36)
T A Vella & H L Vella (Lot 41)
J S Veigas (Lot 44)
T & J Turner (Lot 47)
D K Alishah (Lot 58)
A Vassallo (Lot 68)
A McFarlane (Lot 80)
C Hinton (Lot 89)
C D Bush & O J Bush (Lot 91)
L Kang (Lot 96) – Arrived at 5.05pm

PROXIES: M Carney & J Carney (Lot 38) to Raine and Horne St Marys

IN ATTENDANCE: Bruce Kilgour of Raine and Horne St Marys
P Vasiliou
T Ojala
B Fawcett
D Cox & S James of Winenergy

QUORUM: Present and the meeting commenced at 4.30pm

CHAIRPERSON: Helen Turner chaired the meeting.

BUSINESS:

MOTION ONE: Resolved that amount determined under Sec 73, 74, 75, 79, 81,
82 & 83 of the Act as tabled at the meeting be confirmed and that
a copy be affixed to the following page after the minutes of the meeting.

ADMINISTRATIVE FUND: Resolved that the contributions be
determined at the sum of \$197,264.99 per annum and

CAPITAL WORKS FUND: Resolved that the contributions be
determined at \$29,700.00 per annum such contributions being
payable according to Unit Entitlement quarterly in advance
Commencing 12th August 2018.

MOTION TWO: Resolved by those present to engage a consultant to prepare a 10 Year
Capital Works Fund (formally Ten Year Sinking Fund Forecast).

U:

MOTION THREE

Resolved that the number of members of the Strata Committee of the Owners Corporation be determined at six being:

A Vassallo (Lot 68) (Chairman/Secretary)
S Cull (Lot 25) (Treasurer)
J S Veigas (Lot 44) (Committee)
J R Patrick (Lot 19) (Committee)
M Carney (Lot 38) (Committee)
T A Vella (Lot 41) (Committee)

Quarterly statements to all Committee members.

MOTION FOUR:

Resolved that the Insurance effected by the Body Corporate be Confirmed as follows:-

Insurer:	CHU Underwriting Agencies P/L
Expiry Date:	01/02/2019
Policy Number:	HU0038804
Premium Paid:	\$55,337.38
Building:	\$68,100,000.00
Public Liability:	\$20,000,000.00
Voluntary Workers:	\$20,000,000.00/\$2,000.00

MOTION FIVE:

Resolved that the Insurance referred to in Sec.88(2) (formally Office Bearers Liability) should be taken out for the amount of \$500,000.00.

MOTION SIX:

Resolved that the only matter which shall be restricted for the purpose of the Act are those imposed by Statute as per Legislation.

MOTION SEVEN:

Resolved that the By – Laws for the Strata Scheme should be altered or added.

Refer to Items 24,25,26,27,28,29,30.

MOTION EIGHT:

Resolved that Daisy Street Holdings Pty Ltd trading as Raine & Horne St Marys be appointed as Managing Agent with all powers, duties and functions of the Owners Corporation and its Strata Committee at a fee of \$19,855.00 per annum GST inclusive plus direct disbursement plus GST if applicable. The Agent is entitled to charge a fee for attendance on any Mediation, Adjudication or before the Strata Schemes Board or any Court of \$44.00 GST inclusive per hour. Managing Agent advises that the Exclusive Management Agreement expires on the 04/05/2019.

MOTION NINE:

Resolved that the address for service of notices of the Owners Corporation be changed on the Certificate of Title to C/- Raine & Horne St Marys 210 Queen Street St Marys.

MOTION TEN:

Resolved to accept that the Managing Agent reported that they received no commissions or training service or fees from providers in connection with the exercise of the Agents functions for the proceeding 12 months and further advised they will receive no commissions or training services or fees from service providers for the next twelve months.

- MOTION ELEVEN: Resolved that a building manager is not appointed.
- MOTION TWELVE: Resolved to accept the documents that are to be provided under section 16 of the Strata Schemes Management Act 2015.
- MOTION THIRTEEN: Resolved that the Statement of Account for the period ended 31.03.2018 as circulated to all owners be received and adopted.
- MOTION FOURTEEN: Resolved that the initial maintenance schedule was to the satisfaction of those owners present.
- MOTION FIFTEEN: Resolved that building defects and rectification was to the satisfaction of those owners present.
- MOTION SIXTEEN: Resolved that no Auditor be appointed at this stage.
- MOTION SEVENTEEN: Resolved that the Managing Agent to commence Legal action on arrears where required and that the Managing Agent is entitled to charge a fee of \$55.00 GST inclusive for each arrears letter and that this fee is recoverable from the owner of the lot. Further resolved that the Owners Corporation will accept a payment plan from Owners with unpaid Levies. The plan must be in writing and the debt is to be discharged within twelve months.
- MOTION EIGHTEEN: Resolved that the ground maintenance/cleaning contractor was to the satisfaction of those Owners Present.
- MOTION NINETEEN: Resolved not to have termite inspections.
- MOTION TWENTY: Resolved to have pest treatments annually.
- MOTION TWENTY-ONE: Resolved to be registered for GST.
- MOTION TWENTY-TWO: Resolved yes to Pay TV provided it is at no cost to the Owners Corporation and that there are no antennas on the front of the complex and no larger size then Foxtel.
- MOTION TWENTY-THREE: Resolved that by Special Resolution the owners of Lot 24 are permitted to install Air Conditioning as per the attached submission
- MOTION TWENTY-FOUR: Resolved that by Special Resolution Lot 24 is to prepare and register a By Law that the installation / maintenance / replacement and removal of the air conditioner is the responsibility of Lot 24 and that the repair of any damage to the Common Property is the responsibility of Lot 24.

MOTION TWENTY-FIVE:

Resolved that by Special Resolution By Law 1 be adopted.
Special By Law 1 states:

1. The Owners Corporation consents, to the Owners for the time being of Lot 3 retaining the existing air conditioning unit installed upon the Common Property and the secretary is authorised to provide the necessary written consent on behalf of the Owners Corporation.
2. Conditions relating to Owners Corporation consent:
 - (a) Any damage caused to the Common Property due to any on-going, maintenance of the air conditioning unit is to be rectified immediately at the full cost of the owner for the time being of Lot 3 and, without in any way limiting the operation of this condition, the owner for the time being of Lot 3 shall:
 - (i) Ensure that all wall penetrations (both internal and external) and mounting points from where the air conditioner is being removed or repaired and repainted to match the existing colour.
 - (ii) Repair and repaint other bolt holes and wall damage from where other air conditioning units have been removed in the past.
 - (iii) In the carrying out of any further works, the owner of Lot 3 shall ensure that the works are carried out with due diligence and that disturbance to other lot owners is kept to minimum.

MOTION TWENTY-SIX:

Resolved that by Special Resolution By Law 2 be adopted.
Special By Law 2 states:

The car spaces marked Pt 46 and Pt 96 on the plan previously referred to and annexed hereto and marked 'A' are to be designated for the purpose of visitor car spaces.

MOTION TWENTY-SEVEN: Resolved that by Special Resolution By Law 3 be adopted.
Special By Law 3 states:

The owner/occupier for the time being of Lot 46 is entitled to exclusive use and enjoyment of the visitor parking space (herein called 'the parking space') designated on the annexed plan and marked 'A' subject to the following conditions:

- (a) the parking space can only be used to park a registered motor vehicle.
- (b) the owner must keep the parking space clean of grease and oil and ensure that it is cleaned with water at least once monthly.
- (c) no mechanical or other repairs are to be carried out on the parking space.
- (d) except as otherwise provided in this By-Law, the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good serviceable repair, the Common Property comprising the parking space.

MOTION TWENTY-EIGHT: Resolved that by Special Resolution By Law 4 be adopted.
Special By Law 4 states:

The owner/occupier for the time being of Lot 96 is entitled to exclusive use and enjoyment of the visitor parking space (herein called 'the parking space') designated on the annexed plan and marked 'A' subject to the following conditions:

- (a) the parking space can only be used to park a registered motor vehicle.
- (b) the owner must keep the parking space clean of grease and oil and ensure that it is cleaned with water at least once monthly.
- (c) no mechanical or other repairs are to be carried out on the parking space.
- (d) except as otherwise provided in this By-Law, the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good serviceable repair, the Common Property comprising the parking space.

MOTION TWENTY-NINE: Resolved that by Special Resolution By Law 5 be adopted.
Special By Law 5 states:

✓ The owner for the time being of each lot is solely responsible for keeping in a state of good and serviceable repair:

- (i) main entry door lock and handle;
- (ii) letterbox door and letterbox lock and;
- (iii) storage cage, storage cage wire and locking mechanism for the storage cage forming part of their lot.

MOTION THIRTY:

Resolved that by Special Resolution the provision of the Services selling and supplying electricity via an Embedded Network be discussed.

1. That the Owners Corporation of Strata Scheme SP96912 may:
 - a. permit the services of selling and supplying electricity within the embedded network by WINconnect Pty Ltd trading as WINenergy; and
 - b. enter into the agreement for the provision of such services with WINconnect Pty Ltd trading as WINenergy, a copy of which is attached to this motion.
2. That any provision of the services of selling and supplying electricity within the embedded network and the agreement for the provision of such services attached to this motion, is ratified, accepted and approved.
3. That the provision of the services of selling and supplying electricity within the embedded network and the agreement attached to this motion for the provision of such services by WINconnect Pty Ltd trading as WINenergy is for a period of 5 years.
4. That the Strata Managing Agent be authorised to affix the seal of the Owners Corporation to the agreement.

Special Resolution –

- (1) In this Act, a resolution of the Owners Corporation is a Special Resolution if:
 - (a) It is passed at a properly convened general meeting and,
 - (b) not more than 25% of the value of votes cast are against the resolution
- (2) for the purposes of determining a special resolution, the value of a vote in respect of a lot is equal to the Unit Entitlement of the lot. However, if the total Unit Entitlement of lots of the original owner is not less than half of the aggregate unit Entitlement, the value of the vote in respect of those lots is taken to be reduced by two thirds (ignoring any fraction)

MOTION THIRTY-ONE: Resolved to the satisfaction of those owners present.

MOTION THIRTY-TWO: Agreed to maintain Common Property as required.

There being no further business the meeting closed at 5.30pm


CHAIRPERSON

FILM WITH

AN396886

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 96912 was affixed on 25/7/18 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: Bruce Kilgour Authority: Common

Signature: _____ Name: _____ Authority: _____



^ Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.



UNION (20.115 WIDE) ROAD

Registered

Locality : PENRITH

Lengths are in metres. Reduction Ratio 1:500

DP1246294

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Registered:  11.9.2018 Title System: TORRENS		Office Use Only		Office Use Only	
		DP1246294			
PLAN OF EASEMENT AND RESTRICTION WITHIN SP 96912		LGA: PENRITH Locality: PENRITH Parish: MULGOA County: CUMBERLAND			
Survey Certificate I, Rolf Cambridge, ATS Land & Engineering Surveyors Of 3/75 Ryedale Road, West Ryde 2114 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or *(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: Type: *Urban/*Rural-- The terrain is *Level-Undulating / *Steep-Mountainous-- Signature: <i>RK Cambridge</i> Dated: <i>13.8.18</i> Surveyor Identification No: <i>720</i> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:			
		Subdivision Certificate I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.			
Plans used in the preparation of survey/compilation. SP 96912 DP 1220508		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 9438-DP-easement		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

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

Registered:



11.9.2018

Office Use Only

Office Use Only

PLAN OF EASEMENT AND RESTRICTION
WITHIN SP 96912

DP1246294

Subdivision Certificate number:

Date of Endorsement:

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED) IT IS INTENDED TO CREATE:

1.EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.

2. RESTRICTION ON THE USE OF LAND

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ^ 16-08-18, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 96912 was affixed on ^ 16-08-18 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Name: B Kulgoor Authority: As agent for SP 96912

Signature: Name: Authority:

^ Insert appropriate date



If space is insufficient use additional annexure sheet

Surveyor's Reference: 9438-DP-easement

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

Registered:



11.9.2018

Office Use Only

Office Use Only

**PLAN OF EASEMENT AND RESTRICTION
WITHIN SP 96912**

DP1246294

Subdivision Certificate number:

Date of Endorsement:

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

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

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

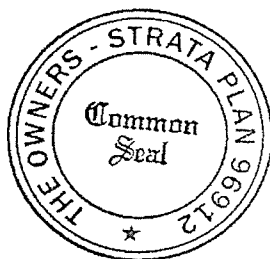
*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.

The seal of The Owners - Strata Plan No 96912 was affixed on ^ 16-08-18 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: B Kulgar Authority: As agent for SP 96912

Signature: Name: Authority:

^ Insert appropriate date
 * Strike through if inapplicable.



If space is insufficient use additional annexure sheet

Surveyor's Reference:

ePlan

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

(Sheet 1 of 6)

Plan: **DP1246294**

Plan of Easement & Restriction
With Common Property
SP 96912

Full name and address of the owner of the land: Union Group Developments Pty Ltd.
Suite 23 178-186 Queen Street,
St Marys NSW 2760

Part 1 (Creation)

Number of item shown in the intention panel of the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s) road(s), bodies or Prescribed Authorities:
1.	Easement for Padmount Substation 2.75 wide	Common Property SP96912	Epsilon Distribution Ministerial Holding Corporation
2	Restriction on the use of land.	Common Property SP96912	Epsilon Distribution Ministerial Holding Corporation

ePlan

Plan: **DP1246294**

(Sheet 2 of 6)

Plan of Easement & Restriction
With Common Property
SP 96912

PART 2

1. TERMS OF EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

2. TERMS OF RESTRICTION ON USE SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

1.0 Definitions

- 1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

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



ePlan

Plan: **DP1246294**

(Sheet 3 of 6)

**Plan of Easement & Restriction
With Common Property
SP 96912**

PART 2 (CONT'D)

- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.



ePlan

(Sheet 4 of 6)

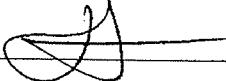
Plan: **DP1246294**

**Plan of Easement & Restriction
With Common Property
SP 96912**

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

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

Signature of witness:



Name of witness:

LOREN VINCENT

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book 4734

No 883

EE reference: UML7506

Date: 25 June 2018



ePlan

(Sheet 5 of 6)

Plan: **DP1246294**

**Plan of Easement & Restriction
With Common Property
SP 96912**

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ¹⁶⁻⁰⁸⁻¹⁸ ^....., it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No ~~96912~~ was affixed on ¹⁶⁻⁰⁸⁻¹⁸ ^..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Name: B. Kugay Authority: As agent for SP 96912

Signature: Name: Authority:

^ Insert appropriate date



ePlan

(Sheet 6 of 6)

Plan: **DP1246294**

**Plan of Easement & Restriction
With Common Property
SP 96912**

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 96912 was affixed on ^ 16-08-18 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: B Kulgour Authority: As agent for SP 96912

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.



REGISTERED



11.9.2018

Lodger Details

Lodger Code 501209
Name MICHAEL J. O'DOHERTY & CO
Address SE 6, 178-186 QUEEN ST
ST MARYS 2760
Lodger Box 1W
Email LAW@MJOD.COM.AU
Reference 210002/RAINE &A

Land Registry Document Identification

AR157644

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP96912	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP96912

Other legal entity

Meeting Date

06/05/2021

Added by-law No.

Details 22

Amended by-law No.

Details NOT APPLICABLE

Repealed by-law No.

Details NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

SIGNING FOR APPLICANT PARTY

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP96912
Signer Name	MICHAEL JOHN O'DOHERTY
Signer Organisation	MICHAEL JOHN O'DOHERTY
Signer Role	PRACTITIONER CERTIFIER
Execution Date	18/06/2021

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

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

(A) **TORRENS TITLE**

For the common property
CP/SP96912

(B) **LODGED BY**

Document Collection Box	Name	CODE CH	
	Company		
	Address		
	E-mail		Contact Number
	Customer Account Number		Reference

- (C) The Owner-Strata Plan No. 96912 certify that a special resolution was passed on 6/5/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. 22
Amended by-law No. NOT APPLICABLE
as fully set out below :
Please refer to Annexure 'A'.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 96912 was affixed on 18 June 2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

Name : Robert Bruce Kilgour

Authority : Strata Managing Agent

Signature :

Name :

Authority :



ANNEXURE A

CONSOLIDATED BY-LAWS FOR 40-50 UNION ROAD, PENRITH NSW 2750

Schedule 3 *Strata Schemes Management Regulation 2016* - Model by-laws for Residential Strata Schemes

Note. These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2. Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot; 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.
- (2) 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.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

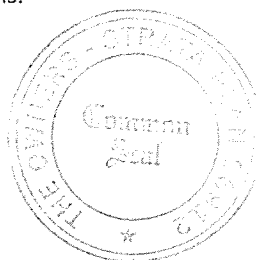
3. Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

4. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.



5. Keeping of animals

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

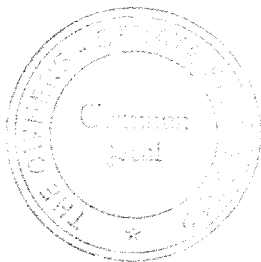
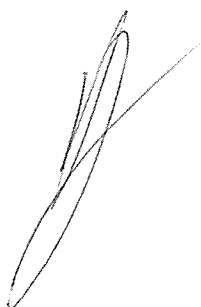
- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6. Noise

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

7. Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of 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.



- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) 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, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8. Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designed by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9. Smoke Penetration

Note. Select option A or B. If no option is selected, option A will apply.

Option A

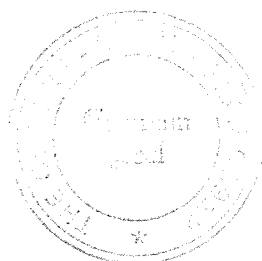
- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10. Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.



11. Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on 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.

12. Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13. Cleaning windows and doors

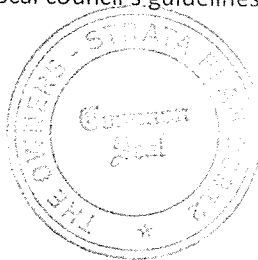
- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14. Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:
washing includes any clothing, towel, bedding or other article of a similar type.

15. Disposal of waste – bins for individual lots [applicable where individual lots have bins]

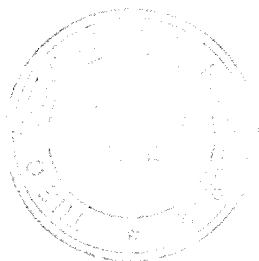
- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or an occupier of a lot must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.



- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

16. Disposal of waste – shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
bin includes any receptacle for waste.
Waste includes garbage and recyclable material.



17. Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18. Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

19. The owner for the time being of each Lot is solely responsible for keeping in a state of good and serviceable repair:

- (a) The main entry door lock and handle.
- (b) The letterbox door and letterbox lock.
- (c) The storage cage, storage cage wire and locking mechanism for the storage cage forming part of their Lot.

20. CCTV located on Common Property

IT WAS RESOLVED that the Owners Corporation has the special privilege to install a CCTV security system to monitor the Common Property, subject to the following terms and conditions:

PART 1 – GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any By-Law applicable to the scheme, the Owners Corporation has the special privilege to carry out the Works and exclusive use of the area in which the Works are carried out subject to the terms and conditions contained in Part 3 of this By-Law.
- 1.2 If there is any inconsistency between this By-Law and any other By-Law applicable to the scheme, then the provisions of this By-Law shall prevail to the extent of that inconsistency.

PART 2 – DEFINITIONS & INTERPRETATIONS

2.1 Definitions

In this By-Law unless the context otherwise required or permits:

- (a) *Act* means the *Strata Schemes Management Act 2015*.
- (b) *Authority* means any government, semi-government, statutory, public or other Authority having any jurisdiction over the Lot or the Building including the Council.
- (c) *Building* means the Building situated at 40-50 Union Road, Penrith NSW 2750.
- (d) *Council* means Penrith City Council.
- (f) *Lot* means a Lot within Strata Plan 96912.

- (g) *Owner* means the Owner(s) for the Lot from time to time.
- (h) *Owners Corporation* means the Owners Corporation constituted by the registration of Strata Plan 96912.
- (i) *Works* means the Works to the Lot and Common Property to be carried out for and in connection with the Owners Corporation's installation, repair, maintenance and replacement (if necessary) including all ancillary wiring, piping, controls and any other ancillary fixtures and fittings associated with the installation, repair, maintenance and/or replacement of a CCTV security system to monitor the Common Property.

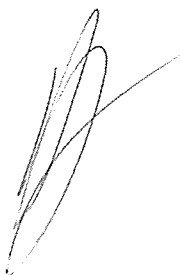
2.2 Interpretations

In this By-Law unless the context otherwise requires:

- (a) The singular includes plural and vice versa;
- (b) Any gender includes the other genders;
- (c) Any terms in the By-Law will have the same meaning as those defined in the Act;
- (d) References to legislation include references to amending and replacing legislation;
- (e) Reference to the Owner in this By-Law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) References to any Works under this By-Law include where relevant, and all other ancillary equipment and fittings whatsoever and any obligation under this By-Law applies to all such ancillary equipment.

PART 3 – CONDITIONS & STIPULATIONS

- 3.1 In installing the CCTV security system, the Owners Corporation shall:
 - (a) ensure that the CCTV security system is installed in a proper and skilful manner, and in compliance with the manufacturer's specifications, by a duly licensed contractor;
 - (b) complete the installation so as not to permit the ingress of water into the building; and
 - (c) not obstruct nor allow the obstruction, for example, by building materials, debris, tools, machines or motor vehicles, of reasonable use of the Common Property or any other Lot.
- 3.2 If the installation of the CCTV security system constitutes exempt development (when certain conditions are fulfilled), to which consent of the local Council is not required, then the Owner must give the Owners Corporation evidence of compliance with those conditions.
- 3.3 Subject to the terms of this By-Law, any amendment of the By-Laws from time to time and any resolution of the Owners Corporation under section 108 of the *Strata Schemes Management Act 2015*, the Owners Corporation shall continue to be responsible for the proper maintenance of the Common Property and keeping the Common Property in a state of good and serviceable repair.
- 3.4 The Owners Corporation must maintain the CCTV security system in a state of good and serviceable repair and must remove it whenever necessary.
- 3.5 The Owners Corporation may remove the CCTV security system, and after doing so, must restore the Common Property to its original condition.
- 3.6 The Owners Corporation must make good any disrepair of the Common Property or any other Lot occurring as a result of the installation, use, maintenance, repair or removal of the CCTV security system.



- 3.7 The Owners Corporation must, at its own expense, comply with any requirement or order of the local Council or other statutory authority, Tribunal or Court concerning the CCTV security system.
- 3.8 The Owners Corporation is to install signage to warn Owners, Occupiers and/or Invitees that a CCTV security system is in operation to monitor the common areas of the Strata Scheme and that any recordings are being monitored.
- 3.9 The Owners Corporation, Owners, Occupiers and Operators or a legally entitled person or entity are not allowed to disclose images of people to social media, media, digital media or to place any images on the internet for entertainment purposes. If the images are those of the person making the request, then the request would be handled in accordance with the principles of the *Privacy and Personal Information Protection Act 1998 (NSW)*.
- 3.10 Any Owner, Occupier or legally entitled person or entity or entity requesting a download copy of CCTV images or footage is to reimburse the Owners Corporation for the costs incurred in providing the download/copy of a CCTV image or footage to the Police or similar authorised person(s).

21. Additional Air Conditioning Units located on Common Property

IT WAS RESOLVED that the Owners Corporation, gives the Owner for the time being of all Lots, the special privilege to install an additional air conditioning unit which is to be placed on its respective balcony out of eyeline of the common area wall and to be screened with a fixed louvre to match the balcony and the Strata Committee is authorised to provide the necessary written consent on behalf of the Owners Corporation, subject to the following terms and conditions:

PART 1 – GRANT OF RIGHT

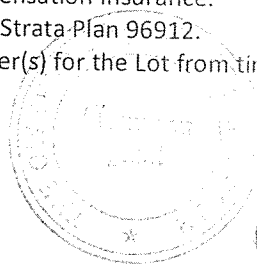
- 1.1 Notwithstanding anything contained in any By-Law applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works and exclusive use of the area in which the Works are carried out subject to the terms and conditions contained in Part 3 of this By-Law.
- 1.2 If there is any inconsistency between this By-Law and any other By-Law applicable to the scheme, then the provisions of this By-Law shall prevail to the extent of that inconsistency.

PART 2 – DEFINITIONS & INTERPRETATIONS

2.1 Definitions

In this By-Law unless the context otherwise required or permits:

- (a) *Act* means the *Strata Schemes Management Act 2015*.
- (b) *Authority* means any government, semi-government, statutory, public or other Authority having any jurisdiction over the Lot or the Building including the Council.
- (c) *Building* means the Building situated at 40-50 Union Road, Penrith NSW 2750.
- (d) *Council* means Penrith City Council.
- (e) *Insurance* means:
 - (i) Contractors All Risk Insurance (including Public Liability Insurance) in the sum of \$20,000,000.00;
 - (ii) Insurance required under the *Home Building Act 1989* (if any); and
 - (iii) Workers Compensation Insurance.
- (f) *Lot* means a Lot within Strata Plan 96912.
- (g) *Owner* means the Owner(s) for the Lot from time to time.



- (h) *Owners Corporation* means the Owners Corporation constituted by the registration of Strata Plan 96912.
- (i) *Works* means the Works to be carried out for and in connection with the Owners installation, repair, maintenance and replacement (if necessary) of an additional air conditioning unit upon the Lot which is to be placed on its respective balcony out of eyeline of the common area wall and to be screened with a fixed louvre to match the balcony.

2.2 Interpretations

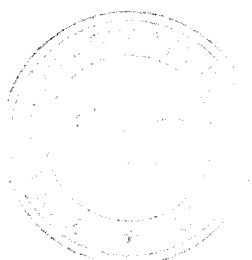
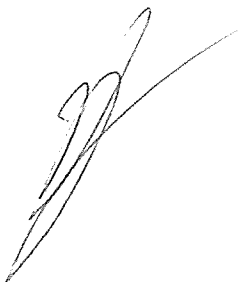
In this By-Law unless the context otherwise requires:

- (a) The singular includes plural and vice versa;
- (b) Any gender includes the other genders;
- (c) Any terms in the By-Law will have the same meaning as those defined in the Act;
- (d) References to legislation include references to amending and replacing legislation;
- (e) Reference to the Owner in this By-Law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) References to any Works under this By-Law includes where relevant, all ancillary equipment and fittings whatsoever and any obligation under this By-Law applies to all such ancillary equipment.

PART 3 – CONDITIONS

3.1 Conditions relating to the Owners Corporation consent:

- (a) The additional air conditioning unit is to be mounted below the height of the balcony railing (where practical).
- (b) The additional air conditioning unit is to drain into the existing drainage system so that condensation water does not fall onto other Lots or Common Property.
- (c) New/additional privacy screens similar to the existing privacy screens are to be installed to shield/prevent viewing of the additional air conditioning unit from the Common Property.
- (d) The operation, maintenance, replacement and/or removal of the additional air conditioning unit and the repair of any damage to Common Property caused by the installation, operation, maintenance, replacement and/or removal of the additional air conditioning unit is to be the responsibility of and at the cost to the Owner of the Lot.
- (e) The Owner shall be responsible for the proper construction, installation, maintenance and/or repair of any Works without any expense to the Owners Corporation.
- (f) Any damage caused to Common Property due to any on-going maintenance of the additional air conditioning unit is to be rectified immediately, at the full cost of the Owner of each Lot and, without in any way limiting the operation of this clause, the Owner of each Lot shall:
 - (i) ensure that all wall penetrations (both internal and external) and mounting points from where the air conditioner is being removed or repaired, is repainted to match the existing colour.
 - (ii) repair and repaint any other bolt holes and wall damage that has occurred from where any previous air conditioning units have been removed previously.
 - (iii) the Owner of each Lot shall ensure that the Works are carried out with due diligence and that disturbance to other Lot Owner's is kept to a minimum.



3.2 Works to be compliant

To be compliant under this By-Law, Works so approved must:

- (a) Be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation; and
- (b) Be manufactured and designed to specifications for residential use.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) Use duly licensed contractors or agents to conduct the installation;
- (b) Ensure the installation is conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Standards Australia and the requirements of any Authority including any fire safety regulations;
- (c) Ensure that any electricity or other services required to install the Works are installed so they are connected to the Lot's electricity or appropriate supply.
- (d) Carry out the installation between the hours of 8.30am and 5.30pm, Monday – Friday or between 8.30am and 12 midday on Saturday or at such other time as reasonably approved by the Owners Corporation.
- (e) Transport all construction materials, equipment and debris in the manner described in this By-Law and as otherwise reasonably directed by the Owners Corporation.
- (f) Protect all affected areas of the Building outside the Lot from damage relating to this installation or the transportation of construction materials, equipment and debris.
- (g) Ensure that the installation Works do not interfere with or damage the Common Property or the property of any other Lot Owner other than as approved in this By-Law and in this event, the Owner must rectify that interference or damage within a reasonable period of time.
- (h) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within twenty-four (24) hours of any request from the Owners Corporation (for clarity more than one inspection may be required).
- (i) Not vary the approved Works without first obtaining the consent in writing from the Owners Corporation.

3.4 After installation of the Works

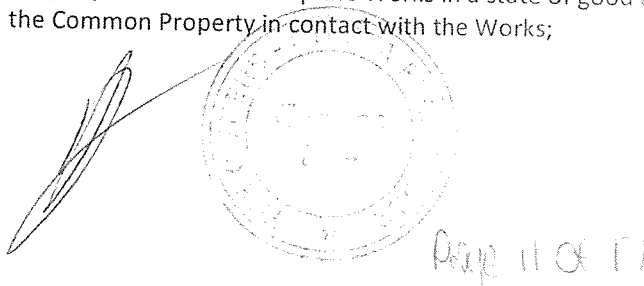
After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) Notify the Owners Corporation that the installation of the Works has been completed;
- (b) Notify the Owners Corporation that all damage, if any, to the Lot and Common Property caused by the installation and not permitted by this By-Law has been rectified;
- (c) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this By-Law or any consents provided under this By-Law.

3.5 Enduring rights and obligations

The Owner must:

- (a) Not carry out any alterations or additions or do any Works (other than the Works expressly approved under this By-Law);
- (b) Not carry out the Works (except as expressly contemplated by this By-Law) without the approval of the Owners Corporation;
- (c) Properly maintain and keep the Works in a state of good and serviceable repair and those parts of the Common Property in contact with the Works;



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- (d) Use reasonable endeavours to cause as little disruption as possible when using the Works;
- (e) Remain liable for any damage to the Lot or Common Property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred;
- (f) Comply with all directions, order and requirements of any Authority relating to the use of the Works;
- (g) Ensure the Works do not cause water to escape or water penetration of Lot or Common Property (including the Lot); and
- (h) Indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

3.6 Failure to comply with this By-Law

If the Owner fails to comply with any obligation under this By-Law, the Owners Corporation may:

- (a) Carry out all work necessary to perform that obligation;
- (b) Recover the costs of such work from the Owner as a debt due; and
- (c) Recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.7 Ownership of Works

The Works will always remain the property of the Owner.

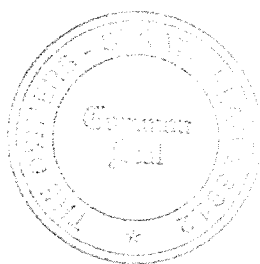
3.8 Removal of the Works

In the event that the Owner desires to remove the Works installed under this By-Law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

22. Roller Shutter Blinds

That the Owner(s) – Strata Plan 96912, gives the Owner(s) of all Lot(s) the special privilege for the installation of two (2) roller shutter blinds to the exterior windows of the complex to colour match the window framing, subject to the following conditions:

- (1) If there is an inconsistency between this By-Law or any other By-Law applicable to the scheme, then the provisions of this By-Law shall prevail to the extent of that inconsistency.
- (2) In this By-Law, unless the context otherwise requires or permits:
 - (i) **Act** means the *Strata Schemes Management Act 2015*.
 - (ii) **Authority** means any Government, semi-Government, Statutory, public or other Authority having any jurisdiction over the Lot(s) or the Building including the local Council.
 - (iii) **Building** means 40-50 Union Road, Penrith NSW 2750.
 - (iv) **Council** means Penrith City Council.
 - (v) **Lot** means all Lot(s) in Strata Plan 96912.
 - (vi) **Owner** means the Owner(s), including the Owner(s) for the time being, of the Lot(s).
 - (vii) **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan 96912.

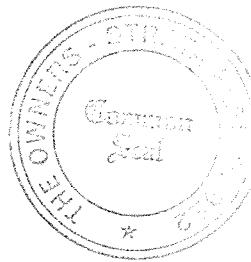


- (3) The Owner(s) of the Lot(s) is permitted to have two (2) roller shutter blinds remain to the exterior of the complex of the Lot(s), subject to the following:
- (i) Comply with all conditions and requirements of the local Council, the Building Code of Australia (as in force from time to time), the Australian Standards (as designated from time to time) and any conditions of the approval granted by the Owners Corporation, the Council and every relevant Authority.
 - (ii) The Lot(s) Owner(s) is to provide a location plan detailing the position of all components upon the common area.
 - (iii) The Lot(s) Owner(s) is to ensure that the roller shutter blinds are installed in a proper and skilful manner, and in compliance with the manufacture's specifications, by a duly licensed contractor.
 - (iv) The Lot(s) Owner(s) is to ensure that they or their licensed contractor do not obstruct nor allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the common property or any other Lot(s).
 - (v) The Owner(s), if requested by the Owners Corporation, must obtain and provide to the Owners Corporation a report from a certified Engineer or Consultant, certifying that the two (2) roller shutter blinds complies with the local Council approval, the Building Code of Australia and the Australian standards.
 - (vi) The Owner(s) must repair any damage caused to the Common Property or any other Lot(s) which was caused or contributed to by carrying out the installation of the roller shutter blinds to the exterior of the Lot(s).
 - (vii) If either or both the roller shutter blinds are removed from the exterior of the Lot(s), the Owner(s) is to reinstate the exterior of the Lot(s) to its original condition.
- (4) The Owner(s) of the Lot(s):
- (i) Is responsible at any time for any damage caused to the Common Property or other Lot(s) as a result of the installation of the roller shutter blinds to the exterior of the Lot(s).
 - (ii) Indemnifies the Owners Corporation against any current or future liability, claim or expense arising out of the installation of the roller shutter blinds to the exterior of the Lot(s) including, but not limited to:
 - a. An increase in the insurance premium or excess payable by the Owners Corporation;
 - b. Any work or rectification carried out by the Owners Corporation due to a breach of this By-Law by the Owner(s).
 - c. Any claim by another Owner(s) in respect to any damage or defect of the installation of the roller shutter blinds to the exterior of the Lot(s).
 - (iii) Must apply the proceeds of any claim against the contractor who carried out the installation of the roller shutter blinds to the exterior of the Lot(s) or its insurer towards (or by way of reimbursement) to repair the exterior of the Lot(s).
 - (iv) Acknowledges that the Owners Corporation may at its option make and conduct any claim against the contractor who installed the roller shutter blinds to the exterior of the Lot(s) or its insurer.
 - (v) Must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this special By-Law including legal expenses and the expenses of any building Consultant or Engineer appointed by the Owners Corporation.



(5) For the avoidance of doubt:

- (i) Nothing in this By-Law shall affect or detract from the Owner(s) obligation to maintain and keep in good and serviceable repair and replace, if necessary, the roller shutter blinds which have been installed to the exterior of the Lot(s).
- (ii) The Owner(s) acknowledges and further covenants with the Owners Corporation that it shall continue to bear full responsibility for the roller shutter blinds and shall maintain, keep in good and serviceable repair and, replace, if necessary, as and when required from time to time.
- (iii) The Owner(s) indemnifies and shall keep indemnified, the Owners Corporation against any cost or loss arising out of or in connection with the use, repair, replacement, maintenance, failure or removal of the roller shutter blinds including any liability in respect of the property of the Owner(s).

A handwritten signature in black ink, consisting of a stylized, cursive 'J' followed by a long, sweeping horizontal stroke.

Special By-Law 1:

1. The owners corporation consents, to the owner for the time being of Lot 3, retaining the existing air conditioning unit installed upon the common property and the Secretary is authorised to provide the necessary written consent on behalf of the owners corporation.
2. Conditions relating to the owners corporation consent:
 - (a) The owner for the time being and from time to time of Lot 3 shall be responsible for the proper construction, installation, maintenance and repair of any works without expense to the owners corporation.
 - (b) Any damage caused to the common property due to any on-going maintenance of the air conditioning unit is to be rectified immediately at the full cost of the owner for the time being of Lot 3 and, without in any way limiting the operation of this condition, the owner for the time being of Lot 3 shall
 - (i) Ensure that all wall penetrations (both internal and external) and mounting points from where the air conditioner is being removed or repaired is repainted to match the existing colour.
 - (ii) Repair and repaint other bolt holes and wall damage from where other air conditioning units have been removed in the past.
 - (iii) In the carrying out of any further works, the owner of Lot 3 shall ensure that the works are carried out with due diligence and that disturbance to other Lot owners is kept to a minimum.

Special By-Law 2:

The car spaces marked Pt 46 and Pt 96 on the plan previously referred to annexed hereto and marked 'B' are to be designated for the purpose of visitor car spaces.

Special By-Law 3:

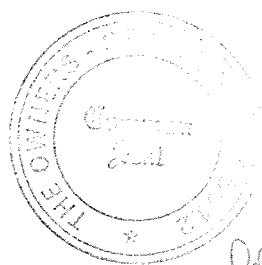
The owner/occupier for the time being of Lot 46 is entitled to exclusive use and enjoyment of the visitor parking space (herein called 'the parking space') designated on the annexed plan and marked 'B', subject to the following conditions:

- (a) The parking space can only be used to park a registered motor vehicle.
- (b) The owner must keep the parking space clean of grease and oil and ensure that it is cleaned with water at least once monthly.
- (c) No mechanical or other repairs are to be carried out on the parking space.
- (d) Except as otherwise provided for in this By-Law, the owners corporation is to continue to be responsible for the property maintenance of, and keeping in a state of good and serviceable repair, the common property comprising the parking space.

Special By-Law 4:

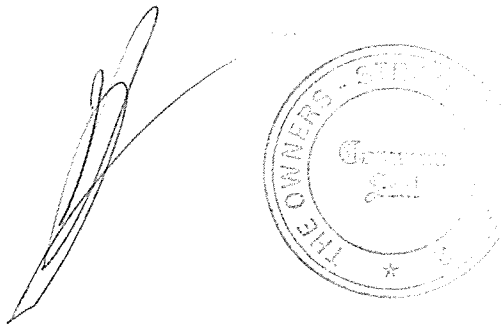
The owner/occupier for the time being of Lot 96 is entitled to exclusive use and enjoyment of the visitor parking space (herein called 'the parking space') designated on the annexed plan and marked 'B', subject to the following conditions:

- (a) The parking space can only be used to park a registered motor vehicle.
- (b) The owner must keep the parking space clean of grease and oil and ensure that it is cleaned with water at least once monthly.
- (c) No mechanical or other repairs are to be carried out on the parking space.
- (d) Except as otherwise provided for in this By-Law, the owners corporation is to continue to be responsible for the property maintenance of, and keeping in a state of good and serviceable repair, the common property comprising the parking space.



Special By-Law 5:

1. The owners corporation consents to the owners for the time being of Lot 24 installing, maintaining, replacing and/or removing the air conditioning unit for Lot 24 subject to the following conditions:
 - (a) The owner for the time being and from time to time of Lot 24 shall be responsible for the proper construction, installation, maintenance, repair and/or removal of any works without expense to the owners corporation.
 - (b) Any damage caused to the common property due to any on-going installation, maintenance, replacement and/or removal of the air conditioning unit is to be rectified immediately at the full cost of the owner for the time being of Lot 24 and, without in any way limiting the operation of this condition, the owner for the time being of Lot 24 shall:
 - (i) Ensure that all wall penetrations (both internal and external) and mounting points from where the air conditioning unit is being removed or repaired and repainted is to match the existing colour.
 - (ii) Repair and repaint other bolt holes and wall damage from where another air conditioning unit has been removed in the past.
 - (iii) In the carrying out of any further works, the owner for the time being of Lot 24 shall ensure that the works are carried out with due care and due diligence and that disturbance to other lot owners is kept to a minimum.

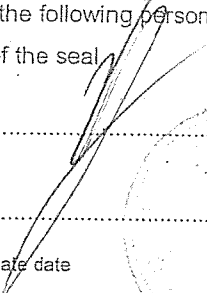


A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "THE OWNERS - STRATA 24" around the perimeter, with a star at the bottom and the word "Groom" in the center.

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 96912 was affixed on 18 June 2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Robert Bruce Kinner Authority: Strata Managing Agent

Signature: _____ Name: _____ Authority: _____

^ Insert appropriate date

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. This attestation is required when the seal of the owners corporation is affixed in accordance with section 273 *Strata Schemes Management Act 2015* which provides as follows:
 - where the owners corporation is comprised of only one owner, the seal must be affixed in the presence of that owner or the strata managing agent of the owners corporation;
 - where the owners corporation is comprised of only two owners, the seal must be affixed in the presence of those owners or the strata managing agent of the owners corporation;
 - where the owners corporation is comprised of more than two owners, the seal must be affixed in the presence of either:
 - two persons, being owners of lots or members of the strata committee, that the owners corporation determines for the purpose or, in the absence of a determination, the secretary of the owners corporation and any other member of the strata committee, or
 - the strata managing agent of the owners corporation.
3. A strata managing agent must also comply with the requirements of section 273(3) *Strata Schemes Management Act 2015*.

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

Property No: 798076
Your Reference: 14269-#146766611#
Contact No.

Issue Date: 16 October 2024
Certificate No: 24/05409

Issued to: Infotrack
GPO Box 4029
SYDNEY NSW 2001

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND **Parish:** MULGOA

Location: A 11/40-50 Union Road PENRITH NSW 2750
Land Description: Lot 11 SP 96912

- PART 1 PRESCRIBED MATTERS -

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

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

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

The following Local environmental planning instruments apply to the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

The following State environmental planning instruments apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural areas*.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water Catchments* - (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

State Environmental Planning Policy (Housing) 2021.

State Environmental Planning Policy (Industry and Employment) 2021, Chapter 3 - *Advertising and signage*.

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis*.

State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities*.

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Biodiversity and Conservation) 2021, *Chapter 13 - Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

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

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

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

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

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

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

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

**Zone R4 High Density Residential
(Penrith Local Environmental Plan 2010)**

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that a high level of residential amenity is achieved and maintained.
- To encourage the provision of affordable housing.
- To ensure that development reflects the desired future character and dwelling densities of the area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Home-based child care; Home businesses; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Residential accommodation; Respite day care centres; Roads; Shop top housing

4 Prohibited

Rural workers' dwellings; 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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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

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

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

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

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

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

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

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

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

2(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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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

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

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

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

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

3 CONTRIBUTIONS PLANS

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

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

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 to non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

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

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

4 *COMPLYING DEVELOPMENT*

HOUSING CODE

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

Complying development under the Housing Code may be carried out on the land if the land is within one of the above mentioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code may be carried out on the land if the land is within one of the above mentioned zones.

LOW RISE HOUSING DIVERSITY CODE

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

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

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS CODE

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

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

CONTAINER RECYCLING FACILITIES CODE

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

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

SUBDIVISIONS CODE

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

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.)

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

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.

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

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.)

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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

20 WESTERN SYDNEY AEROTROPOLIS

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

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

21 DEVELOPMENT CONSENT FOR SENIORS HOUSING

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

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

(Information is provided in this section only if:

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

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

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

23 WATER OR SEWERAGE SERVICES

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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 2021.

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

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

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

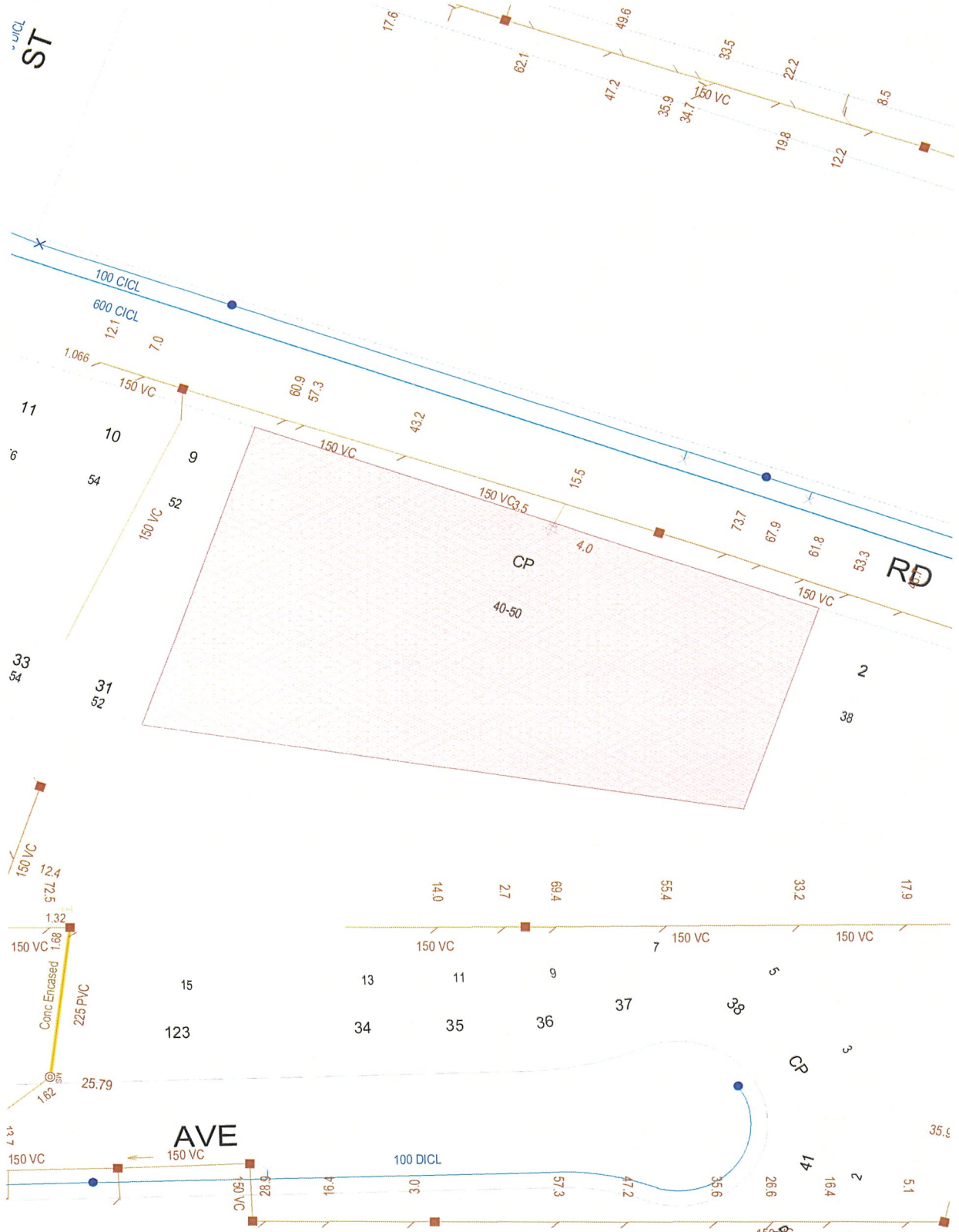
Contact Council for details as to obtaining the additional information.

Andrew Moore
General Manager


per

Service Location Print

Application Number: 8003788587



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Disclaimer

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

Asset Information

Legend

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

Disclaimer

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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

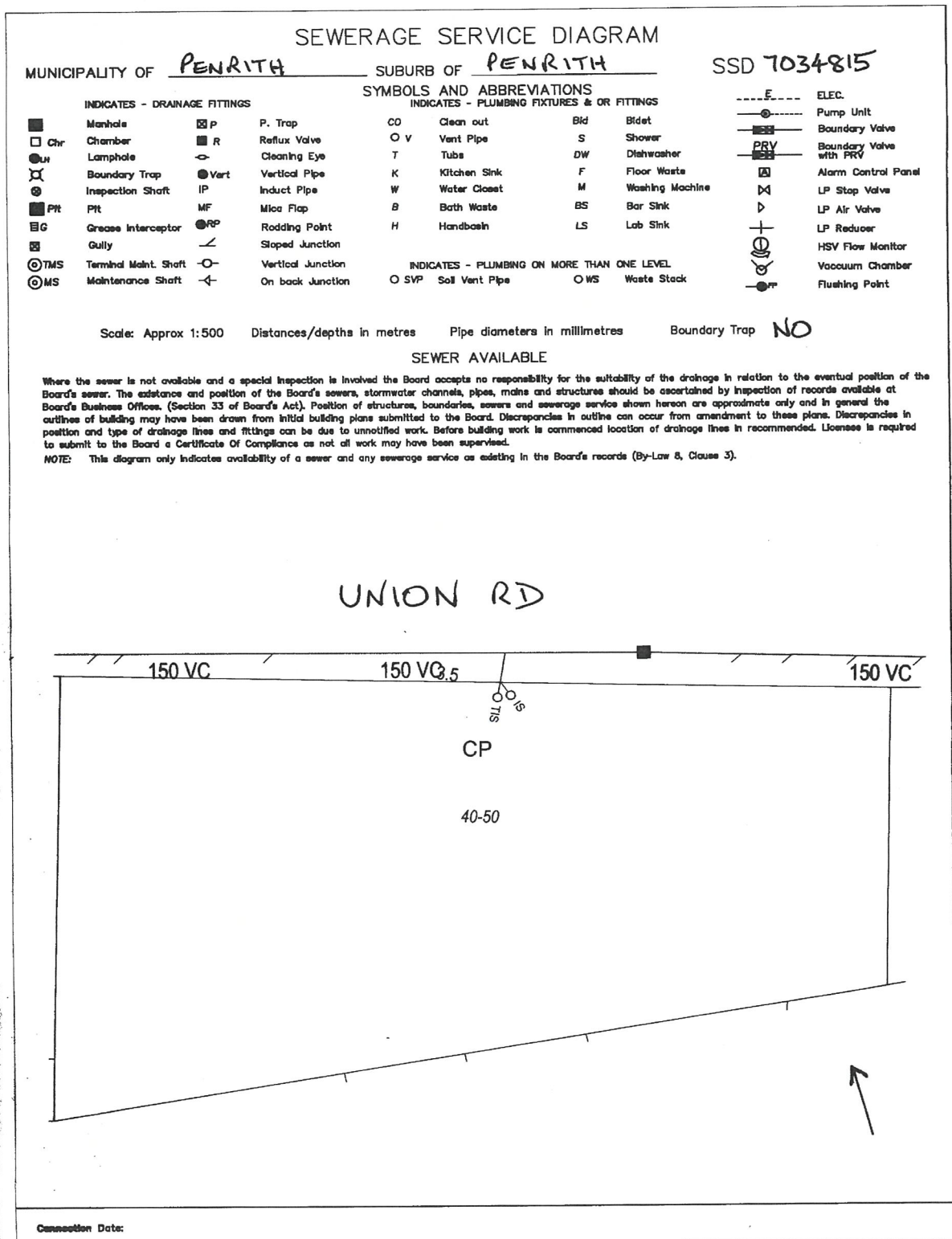
Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

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)

Sewer Service Diagram

Application Number: 8003788586



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Disclaimer

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