

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LJ HOOKER BLACKTOWN 61 Main Street, Blacktown, NSW 2148	Phone: (02) 9621 1222 Ref: Poyan Modaresi
co-agent		
vendor	JULIE ELLEN CAREY and GARY EDWARD CAREY 1/6 Charthouse Avenue, Corlette, NSW 2301	
vendor's solicitor	TONKIN DRYSDALE PARTNERS 79 Blackwall Road, Woy Woy NSW 2256 PO Box 40, Woy Woy NSW 2256	Phone: 02 4341 2355 Email: pquinn@tdplegal.com.au Fax: 02 4344 1420 Ref: PTQ:JR:2240220
date for completion land (address, plan details and title reference)	42nd day after the contract date 27/15-17 KILDARE ROAD, BLACKTOWN NSW 2148 Registered Plan: Lot 27 Plan SP 52444 Folio Identifier 27/SP52444	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial Office	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a *deposit-bond* NO yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4) PEXA

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input checked="" type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Neighbourly Strata
 Strata Manager: Donna Carroll
 Email: admin@neighbourly.co
 Ph: 02 8880 1040

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:

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

8 Vendor's rights and obligations

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

27/15-17 Kildare Road, Blacktown NSW 2748

ANNEXURE TO AGREEMENT FOR SALE OF LAND

Between: JULIE ELLEN CAREY & GARY EDWARD CAREY (Vendor)

And: (Purchaser)

1. NO WARRANTY ON FURNISHINGS AND CHATTELS

The Purchaser hereby acknowledges that any furnishings and chattels included in this sale are used goods and are sold without any warranty as to condition and fitness and the Vendor shall not be liable for any fair wear and tear of any such furnishings and chattels as from the date of this Agreement.

2. PROPERTY AND IMPROVEMENTS

The Purchaser hereby acknowledges that the Purchaser has purchased the property and the improvements thereon in their present physical condition and state of repair and the Purchaser hereby agrees not to make any objections, requisitions or claim for compensation with respect to the physical condition and state of repair of the property and/or such improvements.

3. DEATH/MENTAL ILLNESS

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this clause not been included herein it is agreed that if a party shall die or become mentally ill then the other party may by notice in writing to the other party's solicitor named herein rescind this contract whereupon the provisions of Clause 19 hereof shall apply.

4. NOTICE TO COMPLETE

In the event that this Contract is not completed by the time stipulated as the Completion Date on the front page of the Contract, either party shall be entitled to issue a Notice to Complete fixing a time for completion which time shall be of the essence of this Contract and such Notice shall be deemed to be sufficient as to time if a period of not less than fourteen (14) days from the date of service of such Notice is allowed for completion.

5. INTEREST

In the event that completion does not take place by the Completion Date stipulated on the front page of the Contract due solely to the Purchaser's fault, the Purchaser shall pay interest on the balance of purchase monies to the Vendor on actual completion at the rate of 8% per annum from and including the said Completion Date up to and including the date of actual completion.

6. RELEASE OF DEPOSIT

It is hereby expressly agreed that the Purchaser will raise no objection to the deposit moneys referred to herein being released on exchange of contracts for the purpose of the Vendor's purchase of another property. It is agreed that such deposit moneys shall be held in a Solicitor's or Real Estate Agent's Trust Account pending completion of this Contract.

7. GUARANTEE AND INDEMNITY

(a) If the Purchaser is a corporation it is an essential term of this Contract that the directors of the Purchaser ("the Guarantors") by executing this Contract as

officers of the Purchaser jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract and indemnify the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligation on its part to be performed or observed.

- (b) This Guarantee and Indemnity is a contributing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligations arising under this clause.
- (c) This Guarantee and Indemnity is a principal obligation between the Guarantors and the Vendor.

8. INDEMNITY BY PURCHASER RE COMMISSION BY OTHER AGENTS

The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the agent referred to herein. The Purchaser agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent other than the agent referred to herein arising out of breach of this warranty. This condition shall not merge on completion.

9. DEPOSIT

Notwithstanding the provisions of any other clause in this contract for sale the Purchaser agrees:

In the event that the Vendor at the request of the Purchaser agrees to accept a lesser deposit than 10% of the purchase price on exchange of this Contract, the Vendor will enter this contract in consideration for the Purchaser agreeing that the deposit shall be paid by way of instalments in the following manner:

- (a) A part deposit of 5% of the purchase price on exchange of Contracts; and,
- (b) As an assurance of the bargain the balance of the 10% deposit on the completion date of the Contract, or if not completed on the date of breach by the Purchaser of an essential term of the Contract.
- (c) The Purchaser acknowledges that payment of the balance of the 10% deposit as agreed to in this clause is not a penalty provision.

10. ELECTRONIC EXCHANGE

- (a) This contract may be executed:
 - (i) In any number of counterparts and all the counterparts together shall make one instrument;
- (b) This contract may be validly created and exchanged by counterparts with each party's executed counterpart contract being sent electronically either by email or facsimile to the other party provided that the original executed contract is received within 5 business days;
- (c) Both parties agree that they will be bound by such electronic exchange of contracts, as defined in Electronic Transactions Act 2000 (NSW).

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Gary Edward Carey & Julie Ellen Carey
Purchaser:
Property: 27/15-17 Kildare Road, Blacktown
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) Please provide details of outgoing or contributions to outgoing payable and the manner in which they have been calculated (e.g. base year figures).
 - (f) All rent and outgoing or contributions to outgoing should be paid up to or beyond the date of completion.
 - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
 - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
 - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
 - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
 - (k) Are there any sub-leases? If so, copies should be provided.
 - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994* (NSW)?
If so:
 - (a) complete copies of the disclosure statements as required by that Act should be provided;
 - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
 - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
 - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
 - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

- 11.
- (a) **In these requisitions, *personal property, secured party, security agreement, security interest and verification certificate* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)*.**
 - (b) **Are the inclusions or other items of personal property included in the sale (*inclusions*) subject to a security interest or has the vendor entered into any security agreement in respect of the inclusions and in respect of which the vendor has received, or waived its right to receive, a verification certificate? If so, please provide full details of the property the subject of the security interest, the nature of the security agreement giving rise to the security interest and the full name, address, ACN and/or ABN of the secured party or security agreement counterparty.**
 - (c) **If a security interest has arisen or been granted over the inclusions, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the inclusions. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).**
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922 (NSW)*, *Access to Neighbouring Land Act 2000 (NSW)*, Section 88K of the *Conveyancing Act 1919 (NSW)*, Section 40 of the *Land and Environment Court Act 1979 (NSW)* or are there circumstances which would give rise to a notice or application under those Acts in respect of the Property or the common property? If the answer is yes, please provide full details.

Rates and taxes

14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
15. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
- (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
16. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

17. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
18. Is the vendor in possession of a survey report on the Property? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
19. In respect of the Property and the common property:
- (a) Have the provisions of the *Local Government Act 1993 (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations and instruments or former instruments been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979 (NSW)*) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 6 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
20. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?

- (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
- (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
- (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
- (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
21. (a) Is the Property or the common property affected or have they been previously affected by:
- (i) termite infestation, treatment or repair?
- (ii) flooding or dampness?
- (iii) functional problems with equipment such as air conditioning, roofs, lifts or inclinator, pool equipment, building management and security systems?
- If so, please provide full details.
- (b) Has asbestos, fibreglass or polyethylene or other flammable or combustible material such as cladding been used in the construction of any of the improvements on the Property or the common property?
- If so, please provide full details.
- (c) If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
22. (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property or the common property?
- (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
23. Is there a swimming pool on the Property or the common property to which the *Swimming Pools Act 1992* (NSW) applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
24. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW)?
25. Are any rainwater downpipes connected to the sewer?
- Affectations, notices and claims**
26. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions on use other than those disclosed in the Contract?
- (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
- (c) Is the vendor aware of:
- (i) any road, drain, sewer or storm water channel which intersects or runs through them?
- (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
- (iii) any latent defects in them such as underground pipes or structures?
- (d) Has the vendor any notice or knowledge of them being affected by the following:
- (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
- (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
- (iv) any realignment or proposed realignment of any road adjoining them?
- (v) any charge or liability including liability for remediation of the Property, or proceedings under the *Contaminated Land Management Act 1997* (NSW) or any environment

- protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
- (e) If the answer to any part of Requisition 26(d) is yes, please:
- (i) provide full details;
 - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (iii) provide full details regarding the extent of any non-compliance.
- 27.
- (a) If a licence benefits the Property please provide a copy and indicate:
- (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
- (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

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

Owners Corporation management

33. Has the initial period expired?
34. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
35. If the Property includes a utility lot, please specify the restrictions.
36. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
37. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
38. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
39. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
40. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
41. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
42. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have then been consolidated? If so, please provide particulars.
43. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
44. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
45. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;

- (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
46. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount been made?
47. Has an internal dispute resolution process been established? If so, what are its terms?
48. Has the Owners Corporation complied with its obligations to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Warranties and service contracts

50. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
51. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Requisitions and transfer

52. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
53. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
54. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
55. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
56. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

Completion

57. Please confirm that on completion you will hand to us:
- (a) a discharge of any mortgage, a withdrawal of any caveat, removal of any priority notice and the appropriate Section 22 Notice;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor and Section 22 Notice;
 - (d) the vendor's copies of all leases and disclosure statements;
 - (e) notices of attornment;
 - (f) all keys in the possession of the vendor;
 - (g) original of any Building Information Certificate or Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
 - (h) instruction manuals and warranties for any plant belonging to the vendor;
 - (i) any third party guarantees together with appropriate assignments;
 - (j) any documents required for the purchaser to have benefit of any bonds;
 - (k) tax invoice;
 - (l) depreciation schedule;
 - (m) any documents required for the purchaser to have good title to any fixtures, fittings or personal property or licence; and
 - (n) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).
58. The purchaser reserves the right to make further requisitions prior to completion.
59. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

60. If the Contract is an off the plan contract:
- (a) Is the vendor aware of an inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licenced conveyancer or law practice.



FOLIO: 27/SP52444

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/2/2024	4:29 PM	8	13/3/2018

LAND

LOT 27 IN STRATA PLAN 52444
AT BLACKTOWN
LOCAL GOVERNMENT AREA BLACKTOWN

FIRST SCHEDULE

JULIE-ELLEN CAREY
IN 99/100 SHARE
GARY EDWARD CAREY
IN 1/100 SHARE
AS TENANTS IN COMMON (T AD352789)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP52444
- 2 SP52444 RESTRICTION(S) ON THE USE OF LAND
- 3 AN165478 LEASE TO CELINE LOWE PTY LTD EXPIRES: 31/12/2023.
OPTION OF RENEWAL: 5 YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP52444

SEARCH DATE	TIME	EDITION NO	DATE
12/2/2024	4:29 PM	10	12/7/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 52444
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BLACKTOWN
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF PROSPECT COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP52444

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 52444
ADDRESS FOR SERVICE OF DOCUMENTS:
12 SYDNEY JOSEPH DRIVE
SEVEN HILLS NSW 2147

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 L727529 EASEMENT TO DRAIN WATER AFFECTING PART OF THE LAND
ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 D372312 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 U606253 RESTRICTION(S) ON THE USE OF LAND
- 5 DP266329 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN DP266329
- 6 SP52444 RESTRICTION(S) ON THE USE OF LAND
- 7 SP52444 RIGHT OF FOOTWAY VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP266516 EASEMENT FOR ACCESS AND LIFT PURPOSES 5.1 WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP266516 EASEMENT FOR ACCESS AND AIR CONDITIONING PURPOSES 3
WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 AR845158 INITIAL PERIOD EXPIRED
- 11 AT253133 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 52444

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 27	2	- 25	3	- 40	4	- 29
5	- 29	6	- 27	7	- 27	8	- 48

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 52444

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 40	10	- 43	11	- 52	12	- 13
13	- 15	14	- 18	15	- 15	16	- 23
17	- 36	18	- 39	19	- 45	20	- 45
21	- 27	22	- 27	23	- 31	24	- 40
25	- 36	26	- 42	27	- 16	28	- 38
29	- 14	30	- 34	31	- 22	32	- 2
33	- 2	34	- 2	35	- 2	36	- 2
37	- 2	38	- 2	39	- 2	40	- 2
41	- 2	42	- 2	43	- 2	44	- 2
45	- 2	46	- 2	47	- 3	48	- 2
49	- 2						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

COUNCIL'S CERTIFICATE
 (Name of Council)
 Having satisfied that the requirements of the State Trusts Act, 1973 (other than the requirements for the registration of plans) have been complied with, approve for the registration of the plan.

Registered Person:
 General description of the arrangement of the building beyond the alignment of
 The approval is given on the condition that (a) the building is subject to the restriction on user referred to in section 50 of the State Trusts Act, 1973
 Date: 11th April 1996
 Signature No. 9392
 General description of the person
 Council File No. SN-03-311
 Consent No. 12004 of 23.12.1993

SURVEYOR'S CERTIFICATE
 I, BARRY PATRICK DONNELL
 of 1A BROUGHTON RD, ARTARMON, 2064
 a surveyor registered under the Surveyors Act 1982, having carefully examined the plan and the accompanying location plan and being satisfied that the plan is a true and correct copy of the original plan as a boundary of a parcel of land, certify that the plan is a true and correct copy of the original plan as a boundary of a parcel of land.

(2) Any wall, floor, ceiling or structural wall, beam, by reference to which any boundary of a parcel of land is shown on the plan, shall be constructed in accordance with the provisions of the Building Act, 1993.

(3) Any building constructed in accordance with the plan shall be constructed in accordance with the provisions of the Building Act, 1993.

(4) The surveyor's certificate is subject to the provisions of section 50 of the State Trusts Act, 1973.

(5) The surveyor's certificate is subject to the provisions of section 50 of the State Trusts Act, 1973.

Signature: Barry Patrick Donnell
 Date: 14th March 1996
 This is sheet 1 of my Plan in 7 sheets.

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
 PURSUANT TO SECTION 88b OF THE CONVEYANCING ACT, 1919 IT IS INTENDED TO CREATE :-
 1. RIGHT OF FOOTWAY VARIABLE WIDTH
 2. RESTRICTION AS TO USER.

Signature: [Handwritten Signature]
 Title: [Handwritten Title]
 Date: [Handwritten Date]

Signature: [Handwritten Signature]
 Title: [Handwritten Title]
 Date: [Handwritten Date]

Signature: [Handwritten Signature]
 Title: [Handwritten Title]
 Date: [Handwritten Date]

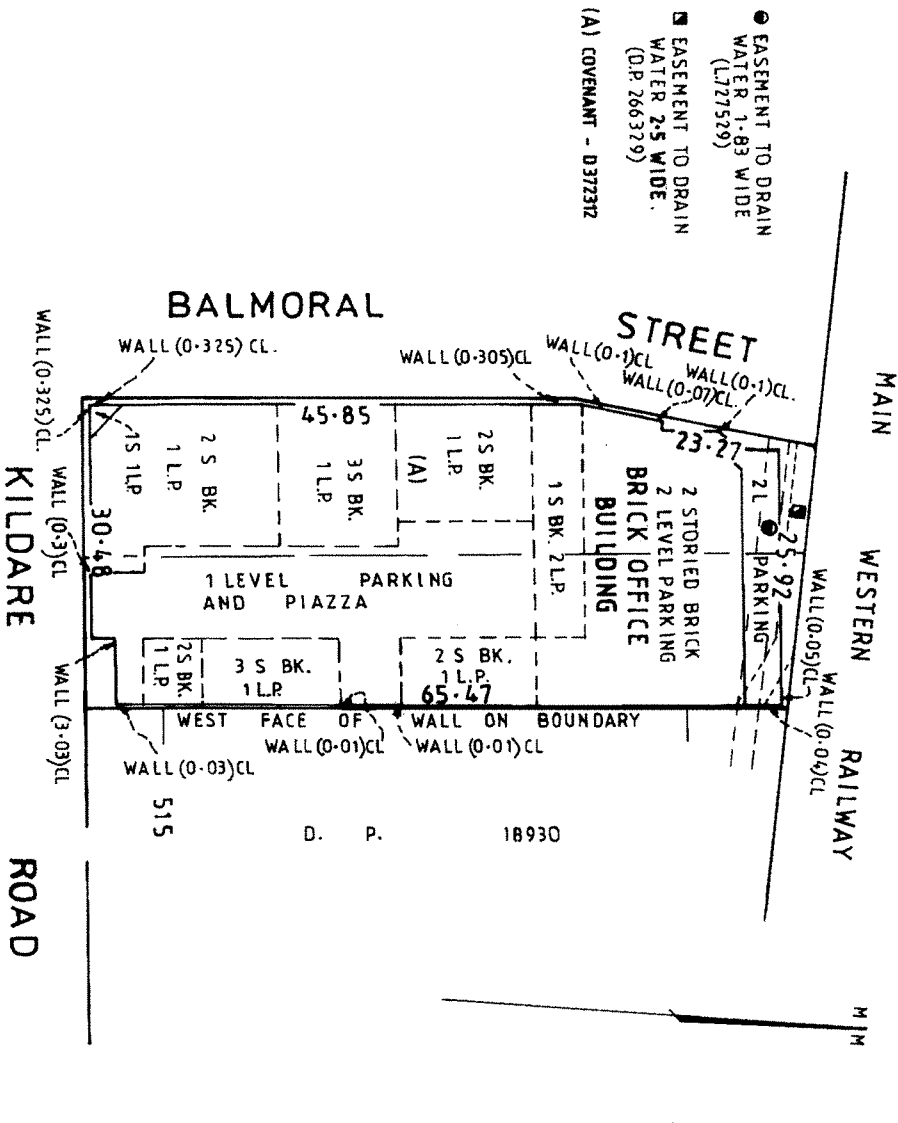
Signature: [Handwritten Signature]
 Title: [Handwritten Title]
 Date: [Handwritten Date]

PLAN OF LOT 2 IN D.P. 807369
 LGA: BLACKTOWN
 Parish: PROSPECT
 Production Ratio 1: 500
 Lengths are in metres

STRATA PLAN 52444
 Registered: [Logo] GMU 6-5-1996
 C.A. No 9392 OF 11-4-1996
 Title System:
 Purpose: STRATA PLAN
 Ref. Map: U 8260 - 711
 Last Plan: DP 807369

Name of, and address for service of notices on, the body corporate:
 Address required on original strata plan only.
 THE PROPRIETORS STRATA PLAN
 15/17 KILDARE ROAD
 BLACKTOWN, 2148

Locality: BLACKTOWN
 County: CUMBERLAND



SALEMAN'S REFERENCE: A161-153

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

STRATA PLAN 52444

SCHEDULE OF UNIT ENTITLEMENT		LOT N°	
LOT N°	UNIT ENTITLEMENT	UNIT ENTITLEMENT	LOT N°
1	27	42	26
2	25	16	27
3	40	38	28
4	29	14	29
5	29	34	30
6	27	22	31
7	27	2	32
8	48	2	33
9	40	2	34
10	43	2	35
11	52	2	36
12	13	2	37
13	15	2	38
14	18	2	39
15	15	2	40
16	23	2	41
17	36	2	42
18	39	2	43
19	45	2	44
20	45	2	45
21	27	2	46
22	27	3	47
23	31	2	48
24	40	2	49
25	36		
AGGREGATE OF UNIT ENTITLEMENT		1,000	

Reduction Ratio 1:

Lengths are in metres

Bob Donnell
Registered Surveyor

Charles A. Verrill
Council Clerk

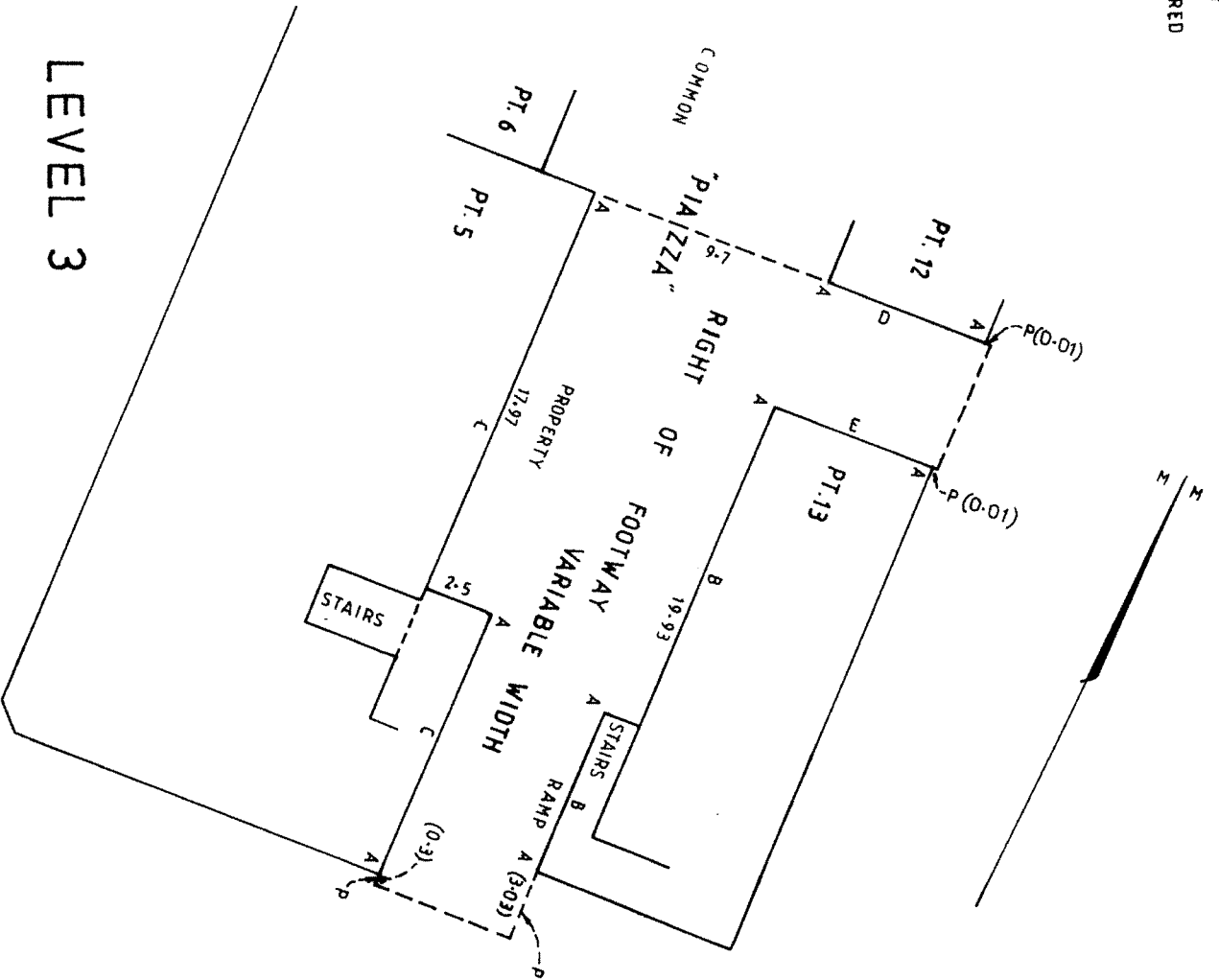


THE RIGHT OF FOOTWAY OVER PART OF THE COMMON PROPERTY
 EXTENDS TO A HEIGHT OF 3 METRES ABOVE THE UPPER
 SURFACE OF THE LEVEL 3 FLOOR TILES EXCEPT WHERE COVERED

- A DENOTES CORNER OF WALL
- B DENOTES WEST FACE OF WALL
- C DENOTES EAST FACE OF WALL
- D DENOTES SOUTH FACE OF WALL
- E DENOTES NORTH FACE OF WALL
- P DENOTES PROLONGATION OF LINE OF WALL

DIAGRAM OF RIGHT OF FOOTWAY

STRATA PLAN 52444



Reduction Ratio 1: 200

Lengths are in metres



Bob Smith
 Registered Surveyor

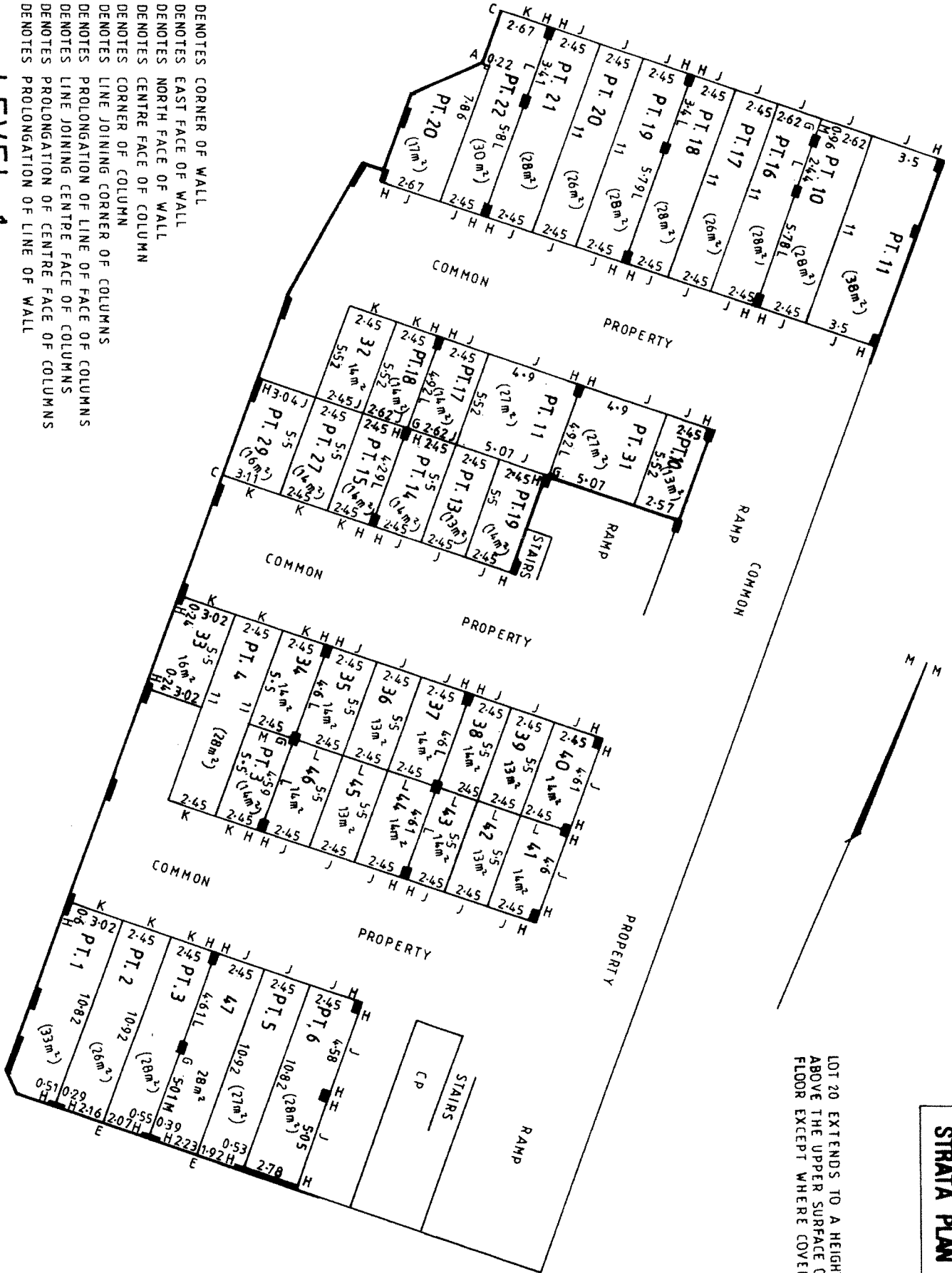
CP 0502 of 11/11/1996
P. J. Smith
 Council Clerk

SURVEYORS REFERENCE: R161-153

- A DENOTES CORNER OF WALL
- C DENOTES EAST FACE OF WALL
- E DENOTES NORTH FACE OF WALL
- G DENOTES CENTRE FACE OF COLUMN
- H DENOTES CORNER OF COLUMN
- J DENOTES LINE JOINING CORNER OF COLUMNS
- K DENOTES PROLONGATION OF LINE OF FACE OF COLUMNS
- L DENOTES LINE JOINING CENTRE FACE OF COLUMNS
- M DENOTES PROLONGATION OF CENTRE FACE OF COLUMNS
- P DENOTES PROLONGATION OF LINE OF WALL

LEVEL 1

AREAS ARE APPROXIMATE



LOT 20 EXTENDS TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR EXCEPT WHERE COVERED.

STRATA PLAN 52444

Reduction Ratio 1: 200

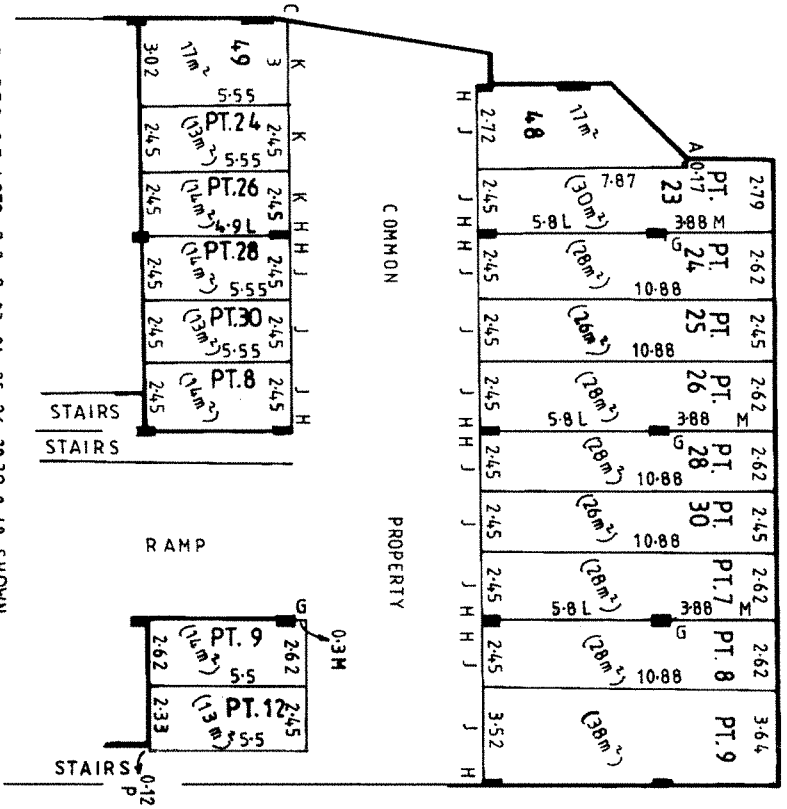
Lengths are in metres

SURVEYOR'S REFERENCE: 8161 - 1S3

Bob Wall
Registered Surveyor

D. J. ...
Chief Clerk



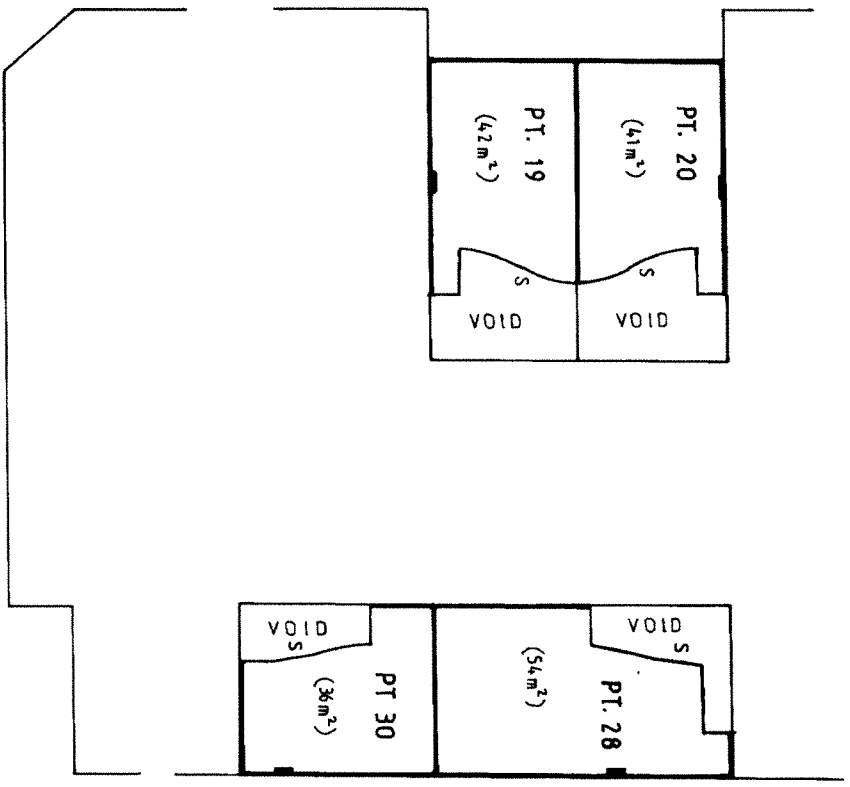


THOSE PARTS OF LOTS 7, 8, 9, 23, 24, 25, 26, 28, 30 & 48 SHOWN ON LEVEL 2 EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED.

LEVEL 2

- S DENOTES EDGE OF CONCRETE FLOOR SLAB
- A DENOTES CORNER OF WALL
- C DENOTES EAST FACE OF WALL
- G DENOTES CENTRE FACE OF COLUMN
- H DENOTES CORNER OF COLUMN
- J DENOTES LINE JOINING CORNER OF COLUMNS
- K DENOTES PROLONGATION OF LINE OF FACE OF COLUMNS
- L DENOTES LINE JOINING CENTRE FACE OF COLUMNS
- M DENOTES PROLONGATION OF CENTRE FACE OF COLUMNS
- P DENOTES PROLONGATION OF LINE OF WALL

AREAS ARE APPROXIMATE



LEVEL 5

Reduction Ratio 1: 200

Lengths are in metres

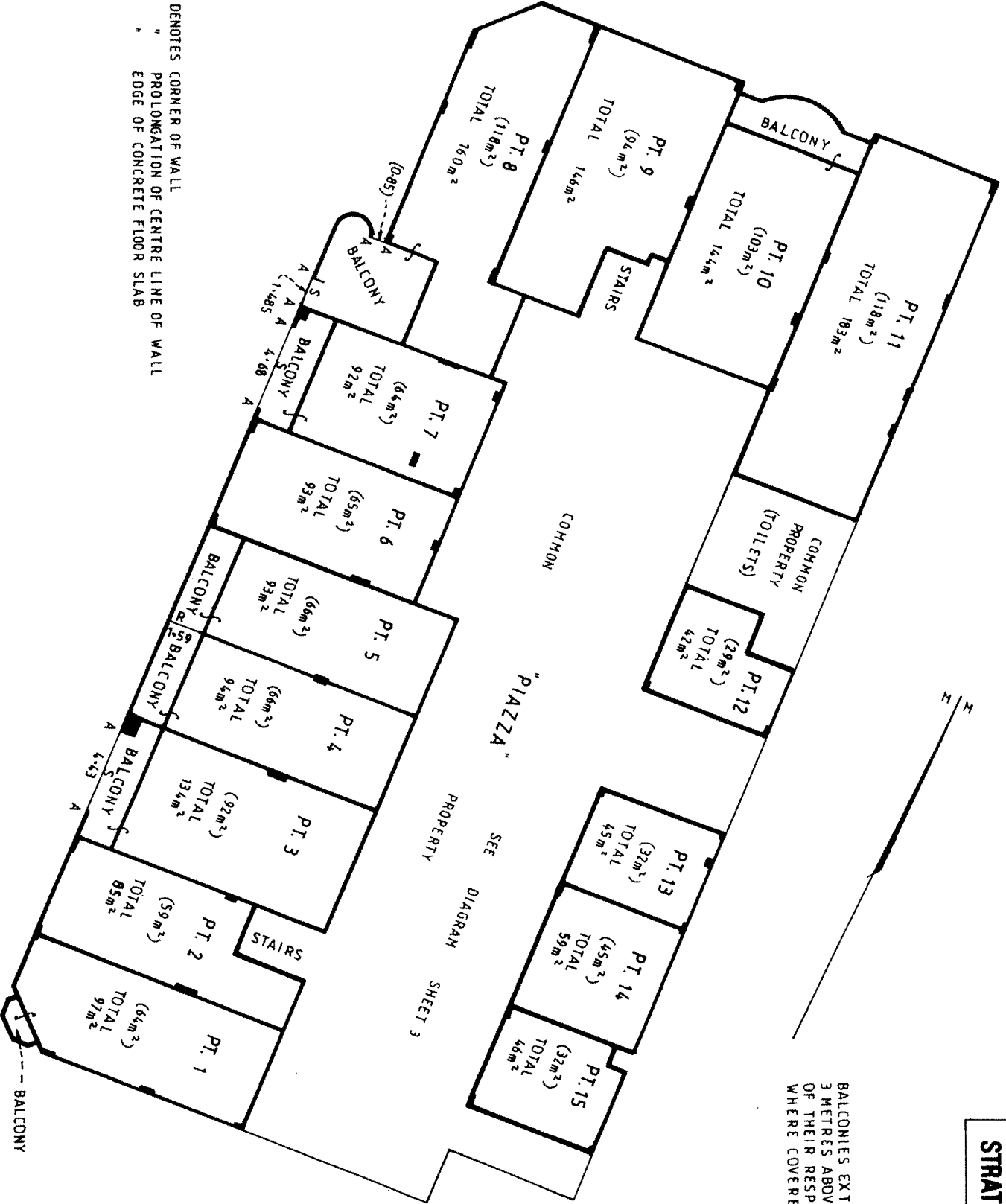
Registered Surveyor

Council Clerk



STRATA PLAN 52444

BALCONIES EXTEND TO A HEIGHT OF 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.



A DENOTES CORNER OF WALL
 " " PROLONGATION OF CENTRE LINE OF WALL
 S " " EDGE OF CONCRETE FLOOR SLAB

LEVEL 3
 AREAS ARE APPROXIMATE.

Reduction Ratio 1: 200

Lengths are in metres

CP 9522 of N.S.W. 1996
 Council Clerk

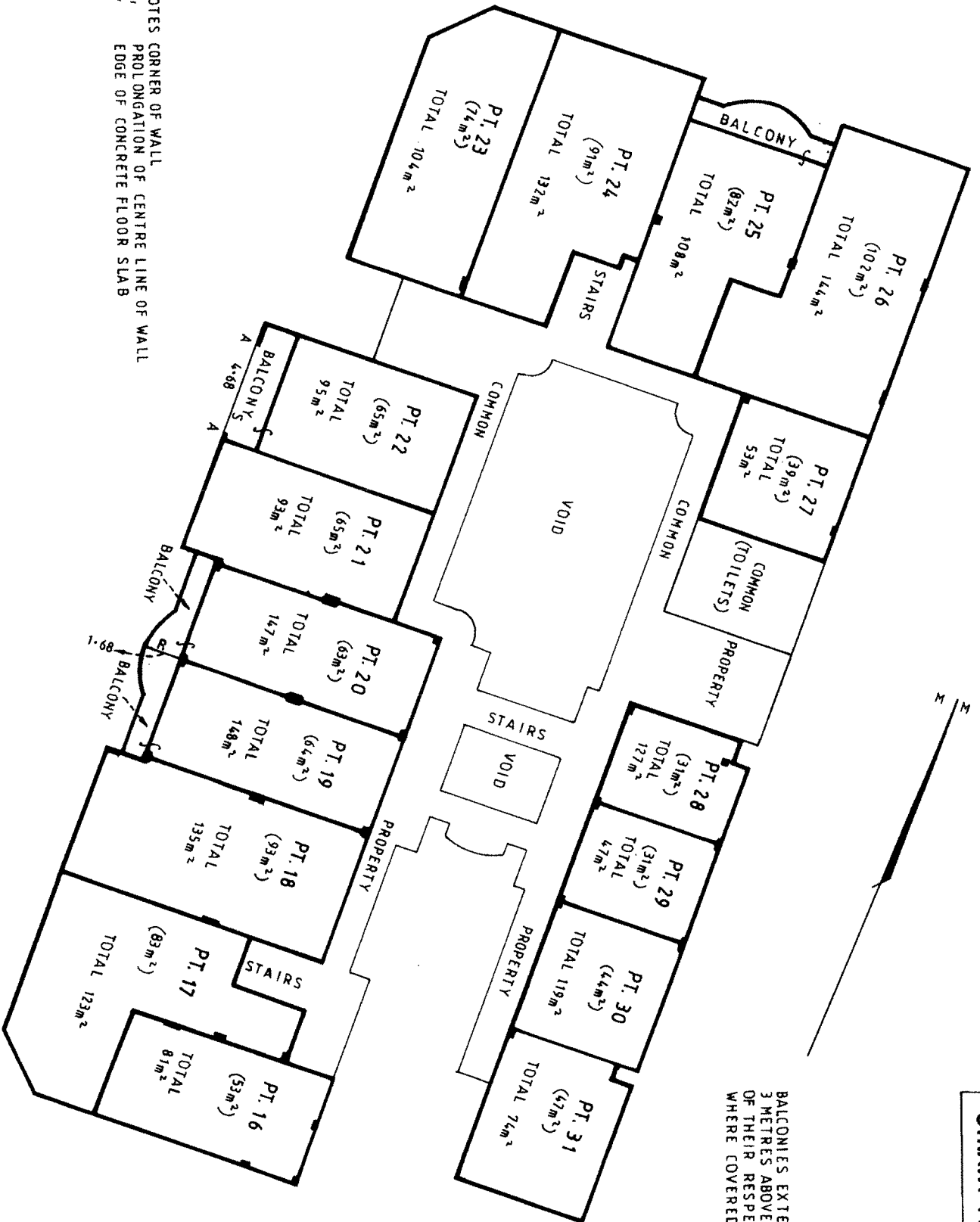
Registered Surveyor

SURVEYOR'S REFERENCE: A161-1C3



STRATA PLAN 52444

BALCONIES EXTEND TO A HEIGHT OF 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.



A DENOTES CORNER OF WALL
 R " " PROLONGATION OF CENTRE LINE OF WALL
 S " " EDGE OF CONCRETE FLOOR SLAB

LEVEL 4
 AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Deputy Clerk

SURVEYOR'S REFERENCE: 8161-153



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

Lengths are in metres

(Sheet 1 of 2 Sheets)

SP. 52444

PART I

Plan D.P.

Strata Plan covered by Council
Clerk's Certificate No. **9392**
Lot 2, Deposited Plan 807369

Full name and address
of the proprietor of
the land

D.U.O. (Developments)
Pty. Limited
36 Woodriff Street, Penrith

1. Identity of easement
or restriction firstly
referred to in above -
mentioned plan :

Right of Footway variable width

Schedule of lots etc. affected

Lots Burdened

Common Property
Strata Plan

Lots Benefited

Lot 515, D.P. 18930
(Computer Folio 515/18930)

2. Identity of easement
or restriction secondly
referred to in above -
mentioned plan :

Restriction as to User

Schedule of lots etc. affected

Lots Burdened

All Lots and
Common Property

Authority Benefited

Blacktown City Council

PART II

1. Name of person or persons empowered to release vary of modify the easement firstly referred to in the abovementioned plan is the Proprietors of Lot 515, Deposited Plan 18930

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

Lengths are in metres

(Sheet 2 of 2 Sheets)

Plan SP. **52444**

Strata Plan covered by Council
Clerk's Certificate No. **9392**
Lot 2, Deposited Plan 807369

2. Terms of Restriction as to User secondly referred to in the abovementioned plan

The Registered Proprietor for the time being of the servient tenement shall not construct or allow to be constructed on the servient tenement any means of vehicular access to or from Balmoral Street or use or allow to be used the servient tenement as a means of vehicular access to or from Balmoral Street.

The authority empowered to release vary or modify the restriction secondly referred to in the abovementioned plan is Blacktown City Council.

THE COMMON SEAL OF D.U.O.
(DEVELOPMENTS) PTY. LIMITED
was hereunto affixed pursuant to a
resolution by the Board of Directors :

)
)
)

[Handwritten Signature]
.....
Director



[Handwritten Signature]
.....
Secretary

.....
Witness

BLACKTOWN CITY COUNCIL

[Handwritten Signature]
.....

**SIGNED FOR AND on behalf
of NATIONAL AUSTRALIA TRUSTEES
LIMITED (A.C.N. 007 350 405)
by its duly appointed attorneys.....**

[Handwritten Signature]
.....
[Handwritten Signature]
.....

REGISTERED *ca* **6-5-1996**



L727529

Crown Instrument No. *[Handwritten Signature]*

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Plans: —
Lodgment :
Endorsement :
Certificate :

OHMS

(Trusts must not be disclosed in the transfer.)

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

Witness

I, MARIAN IDASZAK formerly of Glebe Point but now of
Blacktown, Baker CLERK.

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Fifty dollars

(£ \$50-00) (the receipt whereof is hereby acknowledged) paid to me by

CT of...

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

6 Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

7 The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot *etc.* D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. *etc.*"

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

With consent of Mortgagee

THE MINISTER FOR PUBLIC WORKS

do hereby transfer to

THE MINISTER FOR PUBLIC WORKS the Constructing Authority constituted under the Public Works Act, 1912 as amended

(herein called transferee)

Out of ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	PROSPECT	PART	6005	189	Being that part of Lot 514 in Deposited Plan 18930 shown on Deposited Plan 233570 as "Site of Proposed Easement for Drainage 6' Wide" (hereinafter called or included in the expression "the servient tenement")

6/ 12/11

~~And the transferor covenant(s) with the transferor~~

An easement to drain water within the meaning of S.88A of the Conveyancing Act 1919-1964 in the servient tenement PROVIDED THAT Part III of Schedule IV A of that Act shall for the purposes of this easement be read and construed:

- (a) as if after the words "the servient tenement" where first and secondly appearing there were inserted the words "but not less than fifteen (15) inches beneath the surface thereof"
- (b) as if the words "or upon the surface of" were omitted
- (c) as if after the words "to enter" there were inserted the words "at all times and from time to time"
- (d) as if after the words "the servient tenement" where fourthly appearing there were inserted the words "and so much of the land adjoining the same as may be required to be temporarily used".

Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1964.

ENCUMBRANCES, &c., REFERRED TO. *

Reservations and conditions contained in original Crown Grant.

* A very short note will suffice.

K 1145-3

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before: (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent); (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 22nd day of September 1969

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Raura L. Berg
Solicitor

187-191 Macquarie St.

[Signature]
Transferor.*

The OFFICIAL SEAL of the MINISTER FOR PUBLIC WORKS was hereunto affixed and signed in my presence by the transferor



WHO IS PERSONALLY KNOWN TO ME signed this instrument in the presence of:

[Signature]
Witness

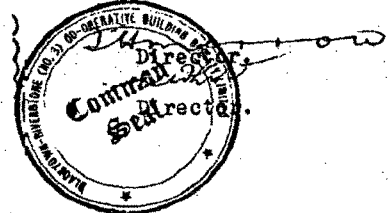
I hereby certify this Transfer to be correct for purposes of the Real Property Act.

[Signature]
THE MINISTER FOR PUBLIC WORKS.
Transferree(s).

Blacktown-Riverstone No. 3 Co-operative Building Society Limited mortgagee under Memorandum of Mortgage registered No. G576115 dated the 2nd August, 1955 hereby consents to the within Memorandum of Transfer and Grant of Easement.

THE COMMON SEAL of BLACKTOWN-RIVERSTONE CO-OPERATIVE BUILDING SOCIETY LIMITED was hereto affixed by authority of the Directors and in the presence of:

[Signature]
Secretary.



MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me at _____, the _____ day of _____, one thousand _____ and _____, the attesting witness to this instrument and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

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

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

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

No. L727529

LODGED BY State Crown Solicitor
 237 Macquarie Street
 Sydney
 201564

FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £2 10s. 6d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the engrossing exceeds 15 folios, an amount of 6s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging document.

1	<u>Original & Copy 1</u>	} Received Docs. Noa Receiving Clerk.
2	_____	
3	_____	
4	_____	
5	_____	
6	_____	

PARTIAL DISCHARGE OF MORTGAGE!
 (N.B.—Before execution read marginal note.)

I, mortgagee under Mortgage No.
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

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

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <u>Count for damage to</u> <u>drains water</u>
Checked by	Particulars entered in Register Book, Volume <u>6005</u> Folio <u>189</u>
Passed (in S.D.B.) by	<u>1/2/70</u> the <u>27th</u> day of <u>February</u> 19 <u>70</u> at
Signed by	_____ minutes past <u>4</u> o'clock in the <u>PM</u> noon. <u>Jawahar</u> Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
V.L.		F.L.

68/1105 C7 E 7/17
 Idesay ch & Pub Works
 B. 4513/2



19 MAY 1945
STATES.
DEPT. OF TRANS.
ACT, 1900.

FEES:— £ s. d.
Lodgment ... : :
Endorsement : :
Certificate ... : :
: :
: :

B 23 4 45 Z B 23 4 45 Z B 23 4 45 Z

(Trusts must not be disclosed in the transfer.)

THE INTERCOLONIAL INVESTMENT LAND AND BUILDING COMPANY

LIMITED (herein called transferrer)

- a If a less estate, strike out * in fee simple to indicate the required alteration.
- b If to two or more states whether as joint tenants or tenants in common.
- c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.R.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.
- d If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot ... sec. ... D.P. ... or ... being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. ... Fol. ... Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.
- e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.
- f A very short note will suffice.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of the sum of Eighty eight pounds (£88) paid to it by Joyce Kathleen Evans (the receipt of which receipt whereof is hereby acknowledged) paid to by whereof the said Company hereby acknowledges) and in pursuance of a gift by the said Joyce Kathleen Evans to Frank Evans of Beaforth, Manly in the State of New South Wales retired brick layer and Louise Emily Evans of the same place his wife (hereinafter called the transferees) which the said Joyce Kathleen Evans hereby acknowledges) the said (herein called transferees) Company at the request and by the direction of the said Joyce Kathleen Evans (certified by her execution hereto) hereby transfers to the transferees ALL such its Estate and interest in ALL the land mentioned in the schedule following

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part	Vol.	Fol.	
Gurberhard	Prospect	Part being Lot 513 D.P. 18930	5482 4896	156 26	Lot 513 D.P. 18930

Now being part of land comprised in Cert's of Title, Vol. 5482 Fol. 156.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

And the transferees do and each of them doth hereby for the benefit of adjoining land so long as the Transferrer its successors and assigns other than purchasers on sale are registered proprietors of same jointly and severally COVENANT with the transferrer that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the transferrer its successors and assigns (but such consent shall not be withheld if such fence is erected without expense to them) and such consent shall be deemed given in respect of every such fence now erected and it is hereby agreed (a) The land subject to the burden of this covenant is the land hereby transferred (b) The land to which the benefits of this covenant is intended to be appurtenant is those lots in said Deposited Plan adjoining the land hereby transferred (c) The person by whom or with whose consent this covenant may be released varied or modified is the Transferrer its successors and assigns other than purchasers on sale.)

ENCUMBRANCES, &c., REFERRED TO!

Given under the Common Seal of the Company

Signed at Sydney this 28th day of March 1945.

Signed in my presence by the transferrer
who is personally known to me
Eric C. R. Compton
Directors.

In the presence of
Said Joyce Kathleen Evans who is personally known to me
P. G. Hoss
Manager.
I direct this transfer
Evans

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

Signed in my presence by the transferees
who is personally known to me
P. G. Hoss

Frank Evans
L. E. Evans
Transferee.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.
† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

41685

1335

LODGED BY F. E. MOSS,
 SOLICITOR.
6 HARSTON AVE.
 MOSMAN.

CONSENT OF MORTGAGEE.

mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at _____ this _____ day of _____ 19 _____ } Mortgages.
 Signed in my presence by _____
 who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

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

Memorandum whereby the undersigned states that he has no notice, of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.²

Signed at _____ the _____ day of _____ 19 _____
 Signed at the place and on the date above-mentioned, in the presence of—

¹ This form is not appropriate in cases of delegation by trustees.

² Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.³

Appeared before me at _____ the _____ day of _____ one thousand _____ nine hundred and forty _____ the attesting witness to this instrument, and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

³ May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

Acres 1 roods 1 perch 1
lot 513 of 18930
Kildare St.
 Shire Blacktown
 Municipality _____
 Parish _____ County _____
Subject to covenant
Frank Evans 1 3 point ten and
house only Evans 3 Transferees.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature. No. Reg'n Propr., M'gor, etc.

Coma...
Wicks...

Particulars entered in Register Book, Vol. 548 Fol. 152.

the 4th day of June 1945
 at _____ minutes 12 o'clock in the _____ noon

D. Wells
 Registrar-General

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch...	<u>[initials]</u>	<u>10/5/45</u>
Received from Records...	<u>[initials]</u>	<u>25/6/45</u>
Draft written ...	<u>[initials]</u>	<u>25/6/45</u>
Draft examined...	<u>[initials]</u>	<u>30/6/45</u>
Diagram prepared	<u>[initials]</u>	<u>[initials]</u>
Diagram examined	<u>[initials]</u>	<u>[initials]</u>
Draft forwarded	<u>[initials]</u>	<u>[initials]</u>
Supt. of Engrossers	<u>[initials]</u>	<u>[initials]</u>
Cancellation Clerk	<u>[initials]</u>	<u>[initials]</u>
Vol. <u>5501</u> Fol. <u>230</u>		
Diagram Fees ...		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and 1/6 for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.
 24
 30
 CTD 372712 144

97-11R



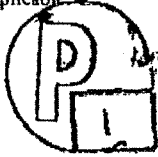
REQUEST

Real Property Act 1900



U
606253 P

(A) STAMP DUTY
If applicable



Office of State Revenue use only

(B) TITLE
Show no more than 20.

Folio Identifier: 2/807369

(C) REGISTERED DEALING
If applicable.

(D) LODGED BY

L.T.O. Box	Name, Address of DX and Telephone	Dealing Code
38W	V. J. RALPH & CO LEVEL 19, M.L.C. CENTRE MARTIN PLACE, SYDNEY DX 347 SYDNEY FAX: 233 8645 PH: 233 8081 <i>CHOM</i>	
	REFERENCE (max 15 characters):	38W

(E) APPLICANT BLACKTOWN CITY COUNCIL

(F) REQUEST Restriction on the Use of the Land
Section 88E(3) Conveyancing Act 1919.

REGISTERED: D.U.O. (Developments) Pty Limited ACN 060 938 114
PROPRIETOR:

MORTGAGEE: St George Partnership Banking Limited and St George Partnership
Finance Limited

The applicant, a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919, imposes the following Restriction on the Use of the Land referred to above and applies to have such Restriction recorded in the Register.

TERMS OF RESTRICTION ON THE USE OF LAND:

"Vehicular and Pedestrian access is denied to or from Balmoral Street for the said Lot 2 in Deposited Plan 807369."

83A

c/s

CHECKED BY (office use only)

film

(G)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900,
Signed in my presence by the Applicant who is personally known to me.

DATE 6TH SEPTEMBER, 1994

Catherine Anne-June Finley
Signature of Witness

CATHERINE ANNE-JUNE FINLEY
Name of Witness (BLOCK LETTERS)

41 SAMUEL STREET, BLIGH PARK 2156
Address of Witness

GENERAL MANAGER/AUTHORISED PERSON
DIRECTOR DEVELOPMENT SERVICES
BLACKTOWN CITY COUNCIL

Maryanne Jones
Signature of Applicant



THE COMMON SEAL OF D.U.O.(DEVELOPMENTS) PTY
LIMITED ACN 060 938 114 WAS HEREUNTO AFFIXED
PURSUANT TO A RESOLUTION BY THE BOARD OF DIRECTORS

SIGNED for and on behalf of ST. GEORGE PARTNERSHIP BANKING
LIMITED A.C.N. 008 497 603 and ST. GEORGE PARTNERSHIP FINANCE
A.C.N. 001 099 471 and any related company
~~LIMITED COMMON SEAL OF ST. GEORGE PARTNERSHIP~~

BY STEVE RAYWARD AND AARON BARR

its duly constituted Attorneys WHO HEREBY DECLARE that at the time
of execution by them of this document they have no notice of the revocation
of the Power of Attorney Registered No. 112 Book 3854
under the authority of which they have just executed the within document.

Paul Braunschuler
WITNESS COLIN DUGGAN,
Mortgagee

Steve Rayward
EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this
Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of on 19 in the presence of

.....
Signature of Witness

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

.....
Address and Qualification of Witness

.....
Signature of Applicant

Crown Lands Office Approval
 Land Approval: Approved
 Land District: ...
 Paper No.: ...
 Field Book: ...

Council's Certificate
 I hereby certify that:-
 (a) the requirements of the Local Government Act, 1919 (NSW) that the requirements for the registration of a plan, and
 (b) the requirements of the Road Management Act, 1926 (NSW) and the Road Management (Consolidation) Act 1981, in relation to the proposed "new road", "subdivision" or "consolidation" have been complied with by the applicant in relation to the Subdivision No. ...
 Date: ...
 Signature: General Manager/Authorized Person
 Council File No. ...

General Information
 This plan of subdivision is to be deemed unless the application is only for a consolidation or the opening of a new road or where the land is subdivided in which outside the area of operations of the Water Board and the Water Main Corporation Ltd.
 Order if appropriate

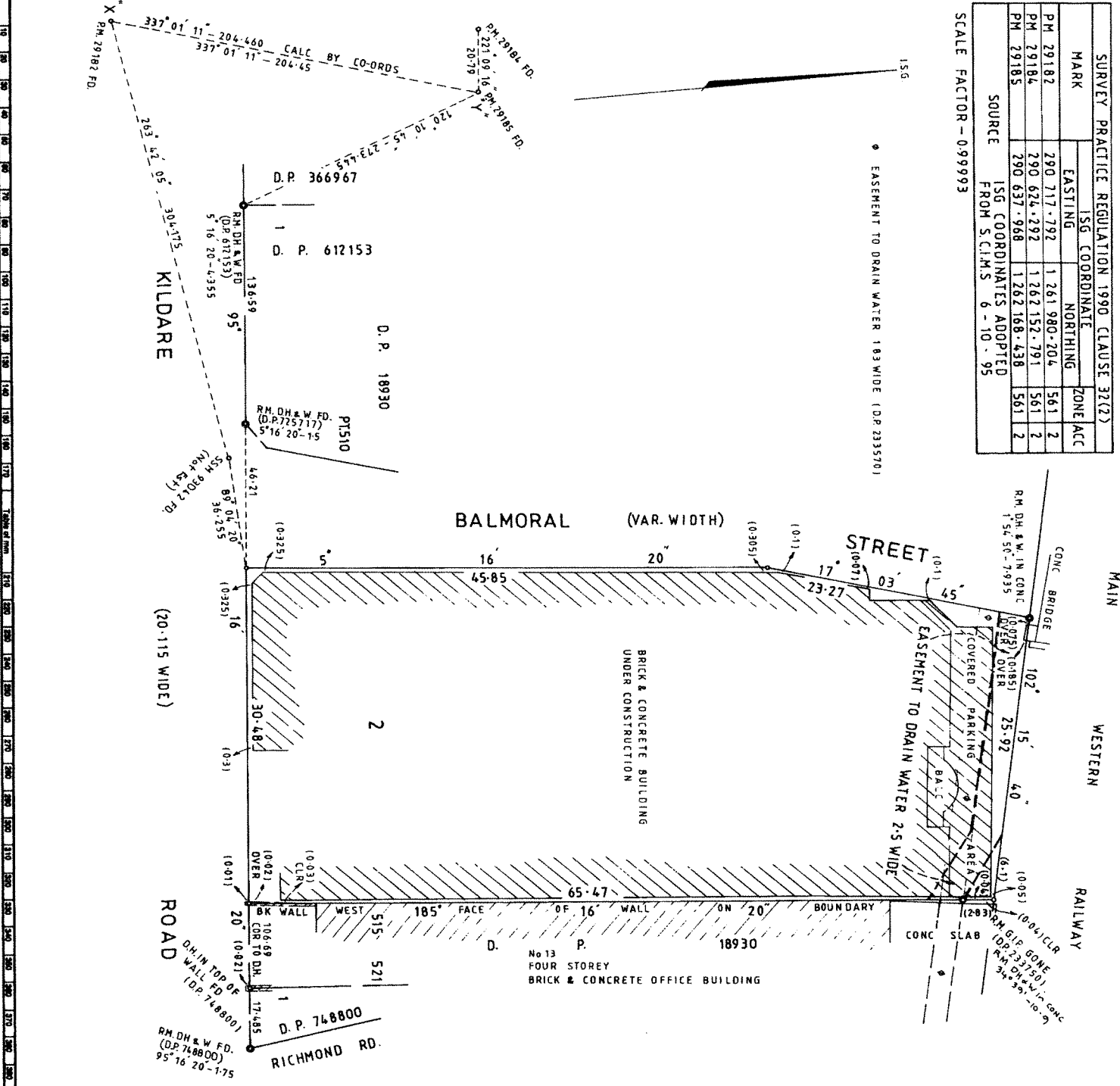
Summary Reference 8161-101 CHECK LIST

Handwritten signatures and notes:
 "A. W. Brown" (Signature)
 "M. H. W. W." (Signature)
 "11/6/96" (Date)
 "20/6/96" (Date)
 "17/4/96" (Date)
 "M. H. W. W." (Signature)

SURVEY PRACTICE REGULATION 1990 CLAUSE 32(2)			
MARK	1SG COORDINATE		ZONE ACC
	EASTING	NORTHING	
PM 29182	290 217.792	1 261 980.204	561 2
PM 29184	290 624.292	1 262 152.791	561 2
PM 29185	290 637.968	1 262 168.438	561 2

SOURCE
 1SG COORDINATES ADOPTED
 FROM S.I.M.S 6-10-95

SCALE FACTOR - 0.99993



WARNING: CHEATING ON FOLDING WILL LEAD TO REJECTION

Registered:	20-3-1996
CA:	
Trust System:	TORRENS
Purpose:	EASEMENT
Ref. Map:	44300-92 UY160-711 #
Last Plan:	DP 807369

PLAN
 OF EASEMENT OVER
 PART LOT 2, DP 807369

LOCALITY: BLACKTOWN
PARISH: PROSPECT
COUNTY: CUMBERLAND

Prepared by: ROSS KEVIN BROWN
 of J.A. BROUGHTON, RD. ARLTHORN

Survey: Registered under the Survey Act 1958 under the name of Ross Kevin Brown on 9th January 1996
 Signed: Ross Kevin Brown
 Deput. Secy of Assn. X.Y.

Plan used in preparation of survey/consolidation:
 D.P. 18930
 775177
 748800
 807369

PANEL FOR USE ONLY for statements of public interest:
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-
 1. EASEMENT TO DRAIN WATER
 2.5 WIDE

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
PRESTRICIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE COVEYANCING ACT, 1919**

(Sheet 1 of 1 Sheet)

Lengths are in metres

DP 266329

PART 1

Lot 2, Deposited Plan 807369

Full Name and address
of the proprietor of the
land

D.U.O. (Developments) Pty.
Limited
36 Woodriff Street, Penrith

1. Identity of easement
or restriction firstly referred
to in above-mentioned plan :

Easement to drain water 2.5 wide

Scheduly of lots etc. affected

Lots Burdened

Lot 2, D.P. 807369

Lots Benefited

Lot 515, D.P. 18930
Computer Folio 515/18930
Lot 516, D.P. 18930
Computer Folio 516/18930
Lot 517, D.P. 18930
Computer Folio 517/18930

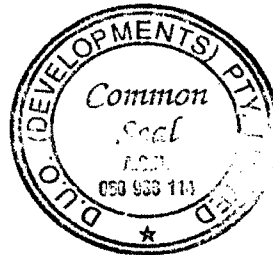
PART VOLUME 6234 FOLIO 182

Name of person or persons empowered to release vary or modify the easement firstly referred to in the abovementioned plan is the Proprietors of Lots 515, 516 and 517 in Deposited Plan 18930.

THE COMMON SEAL OF D.U.O.
(DEVELOPMENTS) PTY. LIMITED
was hereunto affixed by Authority of the
Board of Directors in the presence of :

} *[Signature]*
}
Director

[Signature]
.....
Secretary

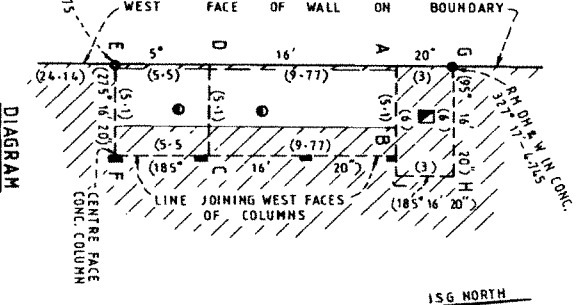


.....
Witness

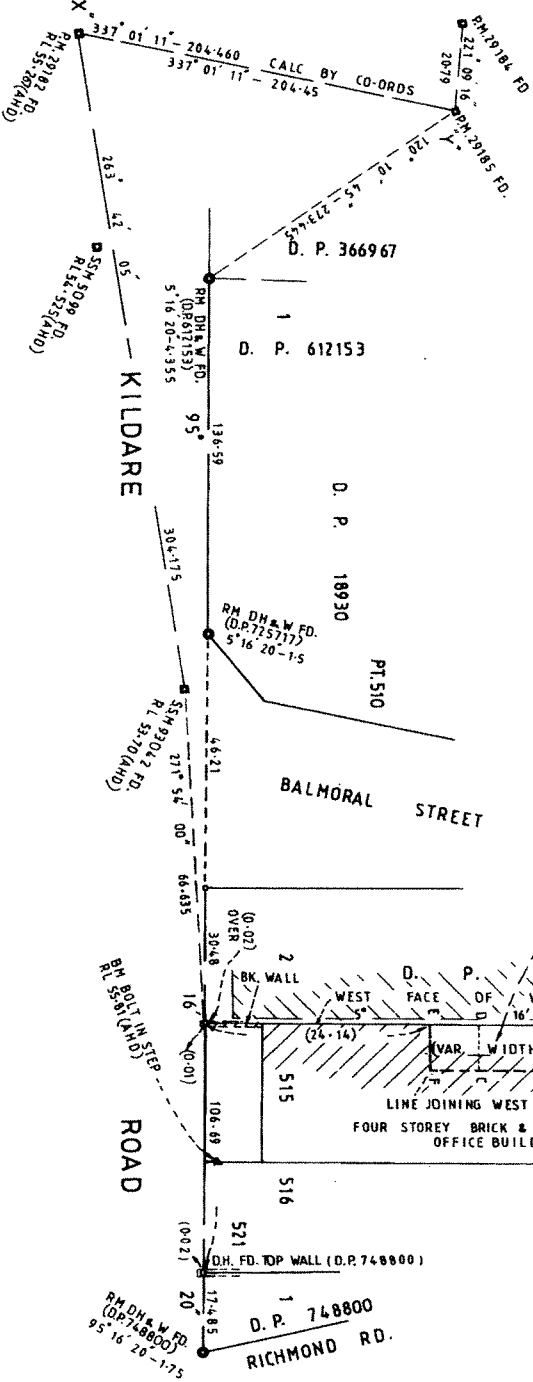


SURVEY PRACTICE REGULATION 1990 CLAUSE 32(7)			
MARK	EASTING		ZONE ACC
PM 29182	290 717.792	1 261 980.204	561 2
PM 29184	290 624.292	1 262 152.791	561 2
PM 29185	290 637.968	1 262 168.438	561 2
SOURCE	LSG COORDINATES ADOPTED FROM S.C.I.M.S 6 - 10-95		

SCALE FACTOR - 0.999993



- DENOTES EASEMENT FOR ACCESS AND LIFT PURPOSES 5.1 WIDE
- DENOTES EASEMENT FOR ACCESS AND AIR CONDITIONING PURPOSES 3 WIDE
- EASEMENT A-B-C-D IS THE STRATUM LYING ABOVE THE HORIZONTAL PLANE AT RL.58.44 AUSTRALIAN HEIGHT DATUM AND IS UNLIMITED IN HEIGHT.
- EASEMENT G-E-F IS THE STRATUM LYING ABOVE THE HORIZONTAL PLANE AT RL.53.20 AUSTRALIAN HEIGHT DATUM AND UNLIMITED IN HEIGHT.
- EASEMENT A-G-H-I IS THE STRATUM LYING BETWEEN THE HORIZONTAL PLANES AT RL.68.43 AND RL.76.43 AUSTRALIAN HEIGHT DATUM.



Crown Lands Office Approval
Land Title Office
Paper No.
Plan No.

Council's Certificate
Number only, that -
(a) the requirements of the Local Government Act, 1993 (other than the requirements of Part 2 Division 2 of Pt. 3, which have been waived by the Council pursuant to the provisions of the Local Government Act 1993) or Part 3 Division 7 of the former Water Board Act 1987 are complied with by the applicant in relation to the proposed development;
(b) the proposed development is not prohibited by the provisions of the Water Board Act 1987, as amended, or any other Act.
Date:
Signature:
General Manager/Authorised Person

Registered: 2013-5-1996

CA: 2013-5-1996

This system: TORRENS

Purpose: EASEMENT

Ref. Map: U 9160-711 *

Last Plan: _____

PLAN
OF EASEMENT OVER PART OF LOT 515, D.P.18930

Lengths are in metres. Reduction Ratio: 1: 600

LOA: BLACKTOWN

Locality: BLACKTOWN

Parish: PROSPECT

Country: CUMBERLAND

THE EASEMENT
(Details if applicable)

ROSS KEVIN BROWN
of 1A, BROUGHTON RD, ARTARMON
a surveyor registered under the Surveyors Act 1992 (NSW) hereby certifies that the survey represented in this plan is correct, and that the same was carried out in accordance with the Survey Practice Regulation 1990 and was completed on 11 TH MARCH, 1996.
Signed and registered under Surveyors Act 1992
Dated this 11th day of March, 1996.

Plans used in preparation of survey/compilation:
D.P. 18930
D.P. 612153
D.P. 748800
D.P. 748800
D.P. 807369
D.P. 807369
D.P. 266329

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, or to create public land, or to reserve land, or to reserve land for public purposes, or to reserve land for public purposes.

2. EASEMENT FOR ACCESS AND AIR CONDITIONING PURPOSES 3 WIDE.

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

Lengths are in metres

(Sheet 1 of 3 Sheets)

PART 1

DP 266516

Lot 515, Deposited Plan 18930

Full name and address
of the proprietor of
the land

D.U.O. Developments Pty. Limited
36 Woodriffe Street, Penrith

1. Identity of easement
or restriction firstly
referred to in above-
mentioned plan:

Easement for Access and Lift
Purposes 5.1 wide

Schedule of lots etc. affected

Lots Burdened

Lot 515, D.P. 18930

Lots Benefited

Lot 2, D.P. 807369
Computer Folio 2/807369
NOW BEING CP/SP 52444

2. Identity of easement
or restriction secondly
referred to in above-
mentioned plan:

Easement for Access and Air
Conditioning Purposes 3 wide

Schedule of lots etc. affected

Lots Burdened

Lot 515, D.P. 18930

Lots Benefited

Lot 2, D.P. 807369
Computer Folio 2/807369
NOW BEING CP/SP 52444

PART 11

1. Terms of Easement for Access and Lift Purposes 5.1 wide firstly referred
to in the abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to go pass and re-pass on foot at all times for all purposes without animals or vehicles to and from the dominant tenement or any part thereof over the pathway and stairways and lift within the servient tenement and to install maintain and retain lift cages running guides machinery wire cables hoses hydraulic and electrical switches metres and mechanisms



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

Lengths are in metres

(Sheet 2 of 3 Sheets)

DP 266516

Plan

Lot 515, Deposited Plan 18930

and other appliances which may be necessary for the safe operation of the lift together with the right for the grantee and every person authorised by him with any tools implements or machinery necessary for the above purposes or any of them to enter upon the servient tenement and adjoining land and to remain there for any reasonable time for the purpose of inspecting repairing maintaining or renewing the said lift cages machinery and appurtenances necessary for the safe operation of the lift provided that the grantee and such persons so authorised will take all reasonable precautions to ensure as little damage or disturbances as possible to the area and to restore the part of the building and its surrounds as near as practicable to their original condition.

2. Terms of Easement for Access and Air Conditioning Purposes 3 wide secondly referred to in the abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to go pass and re-pass on foot at all times for all purposes without animals or vehicles to and from the dominant tenement or any part thereof over the pathway and stairways and lift within the servient tenement and to install maintain and retain air conditioning plant and equipment wires cables ducts and electrical switches metres and mechanisms and other appliances which may be necessary for the safe operation of the air conditioning system together with the right for the grantee and every person authorised by him with any tools implements or machinery necessary for the above purposes or any of them to enter upon the servient tenement and adjoining land and to remain there for any reasonable time for the purpose of inspecting repairing maintaining or renewing the said air conditioning plant machinery and appurtenances necessary for the safe operation of the air conditioning system provided that the grantee and such persons so authorised will take all reasonable precautions to ensure as little damage or disturbance as possible to the area and to restore the part of the building and its surrounds as near as practicable to their original conditions.

Name of person empowered to release vary or modify the Easement for Access and Lift purposes 5.1 wide and Easement for Access and Air Conditioning Purposes 3 wide firstly and secondly referred to in the abovemention plan.

The person or persons for the time being entitled to an estate or interest in possession in the land herein indicated as the dominant tenement.



...3.

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

Lengths are in metres

(Sheet 3 of 3 Sheets)

Plan **DP 266516**

Lot 515, Deposited Plan 18930

THE COMMON SEAL of D.U.O. DEVELOPMENTS
PTY. LIMITED was hereunto affixed by
Authority of the Board of Directors
in the presence of:



[Handwritten Signature]

Director

[Handwritten Signature]
.....

Secretary

.....

Witness

.....

Lodger Details

Lodger Code 504346A
 Name ROBINSON & DAVIES
 Address 12 SYDNEY JOSEPH DR
 SEVEN HILLS 2147
 Lodger Box 1W
 Email OFFICE@ROBINSONDAVIES.COM.AU
 Reference LRS/SP52444

Land Registry Document Identification

AR845158

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/SP52444	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP52444
 Other legal entity

Meeting Date

29/11/2021

Repealed by-law No.

Details 1 to 34 & Special By-Laws 1 to 5

Amended by-law No.

Details Not Applicable

Added by-law No.

Details 1 to 26 & Special By-Laws 1 and 2

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP52444

Signer Name DOROTHY TATIANA KOBAL

Signer Organisation ROBINSON & DAVIES PTY LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 28/01/2022

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BY-LAWS

1. Noise

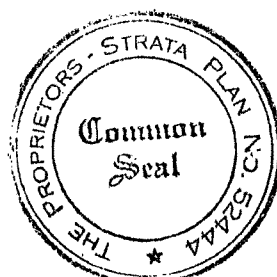
An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on that part of the common property access which is marked and designated for the use of trade contractors.

3. Change to Common Property

- (1) An owner or occupier of a lot must not do or permit anything including without limitation, bring or permit to be brought into the parcel any heavy article, which might cause structural damage to the Building.
- (2) An owner or occupier of a lot must not do anything to interfere with, damage or deface common property or leave anything on or obstruct lawful use of the common property, without the prior written consent of the owners corporation.
- (3) An owner or occupier of a lot must not damage any lawn, plant, tree or garden forming part of or situated on common property or use for the owner's or occupier's purpose as a garden any part of the common property.
- (4) This by-law does not prevent an owner or occupier from making minor alterations to the interior of the common property structures enclosing the lot for the purposes of fitting out or refurbishing the lot provided the owner or occupier obtains any necessary consent or permit from the relevant Governmental Agency and complies with the requirements of the owners corporation.
- (5) Notwithstanding section 106(1) and (2) of the Act, the owner of a lot must maintain and keep in a state of good and serviceable repair and renew and replace as may be necessary or otherwise as reasonably required by the owners corporation, any installation that services that lot to which the written consent of the owners corporation has been given under these by-laws.
- (6) An owner or occupier of a lot must not, without the prior written consent of the owners corporation, interfere with common property or remove any article from the common property placed there by direction or authority of the owners corporation and must use all reasonable endeavours to ensure that such items are used only for their intended use and not damaged.



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- (7) An owner or occupier of a lot must not, without the authority of the Building Manager or, if there is no Building Manager, the Managing Agent, interfere with the operation of any equipment installed in the common property.
- (8) An owner or occupier of a lot must not modify any existing air conditioning unit, ventilation system or associated ducting (whether or not such air conditioning unit, ventilation system or associated ducting is contained wholly within a lot) without the prior written consent of the owners corporation, which consent must not be unreasonably withheld.

4. Behaviour by owners and occupiers

- (1) An owner or occupier of a lot must not:
 - (a) create any noise or change any floor finishes or coverings likely to increase the transmission of noise from the lot to another lot or common property or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property; or
 - (b) alter the form or covering of the floor space within a lot in a manner which increases the transmission of noise from that lot to a level likely to disturb the peaceful enjoyment of the proprietor or occupier of other lot; or
 - (c) obstruct lawful use of common property by any person.
- (2) An owner or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property 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.
- (3) An owner or occupier of a lot must not permit any child under the control of that owner or occupier to play on any area of common property or unless accompanied by an adult remain on any area of common property comprising a car parking area or other area of possible danger or hazard to children.
- (4) An owner or occupier carrying out any work permitted under these by-laws to the Building or a service contained in it:
 - (a) must use qualified reputable and where appropriate licensed contractors approved by the owner corporation;
 - (b) ensure that the work is carried out in accordance with the requirements promulgated from time to time by the owners corporation; and
 - (c) obtain the prior consent of any necessary Governmental Agency.

5. Compliance with by-laws

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the

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owner or occupier comply with these by-laws. If an invitee does not comply with these by-laws the owner or occupier must take all reasonable steps to ensure that the invitee immediately leaves the parcel.

- (2) An owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement to ensure that any lessee or licensee or other occupier of the lot and any invitee of that lessee or occupier comply with these by-laws.
- (3) An owner or occupier of a lot must use reasonable care when admitting invitees to the parcel and must not allow them to remain on the common property unsupervised except to the extent reasonably necessary for the ingress and egress of the invitee.
- (4) An owner or occupier of a lot must at the owner's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and order of any Governmental Agency.
- (5) An owner or occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the strata scheme.

6. Garbage

- (1) An owner or occupier of a lot must not deposit on the common property any garbage.
- (2) Each owner or occupier is responsible for arranging removal of all garbage or trade waste from the parcel.
- (3) Despite any provision in this by-law, owners and occupiers of lots must comply with the requirements from time to time of the owners corporation, the Council or any Governmental Agency regarding the separate storage and disposal of putrescible and recyclable waste.

7. Use and appearance of lot

- (1) An owner or occupier of a lot must not, without prior written consent of the owners corporation, maintain inside the lot anything visible from the exterior of the lot that when viewed from outside the lot is not in keeping with the rest of the Building including, without limitation, blinds or curtains of a type or colour not approved by the owners corporation.
- (2) An owner or occupier of a lot may install on the exterior of any windows or doors of a lot only bars, screens, grilles, locks or other safety devices of a type and colour (and in the manner) approved by the owners corporation.
- (3) An owner or occupier of a lot must not:
 - (a) operate or permit to be operated on the parcel any device or electronic equipment which interferes with any appliance lawfully in use on the common property, another lot or another part of the Building.
 - (b) without the prior written consent of the owners corporation, attach to or hang from

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the exterior of the parcel any aerial or any security device or wires.

- (4) An owner or occupier of a lot may install and keep planter boxes, occasional furniture, landscaping or other outdoor recreational equipment on a courtyard or balcony only:
 - (a) of a type and for a purpose approved from time to time by the owners corporation.
 - (b) if the equipment does not endanger the structural integrity of the Building or the safety of any person in it.
 - (c) on condition (which condition is deemed to be accepted by each owner or occupier) that the relevant occupier removes and stores the equipment (at that owner's or occupier's cost) while ever the owners corporation reasonably requires removal of the equipment to discharge a duty or function imposed on it; and
 - (d) for courtyards on levels 2 and 3 of the Building, approved from time to time by the owners corporation.
- (5) An owner or occupier of a lot may place outside the external door of the lot (giving access to the internal walkways within the Building) only door mats of a type approved by the owners corporation.
- (6) An owner or occupier of a lot may fix or install only deadlocks, door chimes, peep holes and deadbolts of the type and in the manner approved by the owners corporation. Otherwise an owner or occupier may not alter the external doors to the lot or the appearance of the door.
- (7) An owner or occupier of a lot must not use the lot or any part of it so as to cause a nuisance or hazard or for any illegal purpose or for any purpose other than as set out in the Schedule following this by-law.
- (8) An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building or from common property or another lot.
- (9) An owner or occupier of a lot must keep the lot, including all glass in windows and all doors on the boundary of a lot and so much of such windows and doors as is common property (which are safely accessible to that proprietor or occupier), clean and good repair.

SCHEDULE OF USES

OFFICE OCCUPIER CATEGORIES

- * Legal Practices
- * Commercial accounting practices
- * Advertising agencies and services
- * Media and media services
- * Mercantile services
- * Sales and marketing services and consultants
- * Office services
- * Commercial art and graphic design

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- * Personnel services
- * Tour and travel operators
- * Computer related services
- * Security systems
- * Consultant engineering services
- * Architectural and design services
- * Interior design services
- * Market research
- * Management and business consultants
- * Management Services
- * Business and professional associations
- * Membership organisations
- * Insurance companies
- * Insurance agents, brokers and services
- * Communications
- * General practitioners
- * Medical specialists
- * Health practitioners (physiotherapists, chiropractors etc)
- * Real Estate Agencies
- * Beauty/Hair Salons
- * Government Departments
- * Restaurant/Café

8. Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any flammable 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.

9. Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not move
 - (a) any furniture; or
 - (b) any articles likely to cause damage or obstruction

through common property without first notifying the Building Manager or, if there is no Building Manager, the Strata Managing Agent. The notice must be given in sufficient time to enable the Building Manager (or the Strata Managing Agent) to arrange if it is considered necessary for a representative of the owners corporation to be present and to determine the appropriate measures for protection of common property.

- (2) An owner or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Building Manager or the Strata Managing Agent including at such times as may be nominated by the Building Manager or the Strata Managing Agent.

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- (3) Without limiting By-Law 9(2) an owner or occupier must use only the lift (with protective blankets fitted) to transport furniture or goods referred to in this by-law.

10. Animals

- (1) an owner or occupier may keep an animal on the lot with prior written approval of the strata committee
- (2) the owners corporation delegates to the strata committee to withdraw permission to keep an animal if an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property being —
- (a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
- (b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
- (c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
- (d) the animal repeatedly causes damage to the common property or another lot, or
- (e) the animal endangers the health of another occupant through infection or infestation, or
- (f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
- (g) for a cat kept on a lot—the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or
- (h) for a dog kept on a lot—
- (i) the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or
- (ii) the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or
- (iii) the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).-

11. Security

- (1) The strata committee must take all reasonable steps to ensure the security of the parcel from intruders and to preserve the safety of the parcel from fire or other hazard and if it considers it necessary or desirable must, without limitation:
- (a) close off or restrict by means of Security Keys access to any part of the common property not required for access to a lot on either a temporary or a permanent basis; or
- (b) permit, to the exclusion of owners and occupiers, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel; or
- (c) restrict by means of Security Key the access of owners and occupiers of one level of the Building to any other level of the Building.
- (2) The strata committee may close off or restrict by means of Security Keys access to the common property facilities for the proper control and administration of those areas or facilities.

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- (3) The strata committee may make rules and regulations relating to ensuring the security of the parcel from intruders.
- (4) If the strata committee restricts the access of owners and occupiers under By-Law 11(1) the strata committee may make available to the first owners of the lots one key per lot free of charge. The strata committee may charge such refundable deposit as it determines from time to time for any additional Security Key required by an owner.
- (5) If the strata committee restricts the access of owners and occupiers under By-law 11(2) the strata committee may charge owners or other authorised parties a reasonable fee or bond for any Security Key giving access to the restricted areas.
- (6) An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must take all reasonable steps, including without limitation, an appropriate agreement in any lease or licence of the lot to ensure return of the Security Key to the owner or the strata committee.
- (7) An owner or occupier of a lot in possession of a Security Key must not duplicate or permit the Security Key to be duplicated and must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the owner or the strata committee.
- (8) An owner or occupier of a lot must promptly notify the owners corporation if a Security Key is lost or destroyed.
- (9) The strata committee may render inoperable any Security Key which is lost or any Security Key in the possession of an owner or occupier who fails to comply with the terms of the by-laws or the Rules.
- (10) An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the Building and, without limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure in any operational state, as the case may be, when not in immediate use.

12. Notification of defects

The owner or occupier of a lot is liable to compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that owner or occupier or any lessee, licensee or invitee of that owner or occupier.

13. Insurance Premiums

- (1) An owner or occupier of a lot must not, without the prior written consent of the owners corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.
- (2) Any consent given by the owners corporation under this by-law may be given on conditions which include, without limitation, an obligation for the owner or occupier of the lot to reimburse the owners corporation for any increase in premium for an insurance policy effected by it.

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14. Signs

An owner or occupier of a lot used for commercial purposes must not, without the prior written consent of the owners corporation, affix or exhibit any sign, lighted advertisement, name or notice to or on any part of the parcel other than those signs, lighted advertisements, names or notices permitted in the owners corporation's signage rules, unless it is inside the lot and not visible from outside the lot.

15. Fire Certification, Safety and Equipment:

- (1) Owners, Occupiers, Lessees and Invitees of a Lot must do all acts and things required by the Owners Corporation to assist the Owners Corporation to comply with the provisions of the Environmental Planning and Assessment Act by making the Lot available for Fire Safety Inspections at the scheduled times and dates for such inspections.
- (2) In the event the Owners Corporation is charged any other fees and charges relating to the Fire Safety Inspections (additional call out fees, fines and the like) for failure to comply with the notice issued to the Lot Owner, Occupier, Lessee or Invitee of the Lot which failed to provide access to the Lot at the scheduled time and date shall compensate the Owners Corporation the amount equivalent to any fine or penalty levied against the Owners Corporation as a consequence of such non-compliance, the cost of any subsequent or additional inspections and any cost and expense incurred by the Owners Corporation in responding to and satisfying such notice.
- (3) In the event that damage to or interference with any sprinkler, smoke alarm, fire door or closer, exit light, fire signage, heat detector, fire extinguisher or other fire safety related fitting, appliance or object forming part of the fire safety system (including the use of fire or emergency escape doors in other than emergency) within a lot or on common property in the strata scheme that Lot Owner, Occupier, Lessee or Invitee shall compensate the Owners Corporation for the cost of the repair, replacement and installation of such damaged or interfered with safety equipment, inspection and certification of the fire safety system and any cost and expense incurred by the Owners Corporation in overseeing, arranging and undertaking such works.
- (4) If the Owner, Occupier, Lessee or Invitee fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (a) Carry out all works necessary to perform that obligation, pursuant to S120(2) of the Strata Schemes Management Act 2015;
 - (b) Enter into arrangement with third parties to carry out all works necessary to perform that obligation;
 - (c) Subject to S122(4) of the Strata Schemes Management Act 2015, enter onto any part of the parcel to carry out that work; and
 - (d) Recover the costs of carrying out that work from the Owners as a debt due to the Owners Corporation, pursuant to S120(5) of the Strata Schemes Management Act 2015.

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16. Consent of owners corporation

A consent given by the owners corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the owner or occupier of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

17. Complaints and applications

Any complaint or application to the owners corporation or the strata committee must be addressed in writing to the Managing Agent and a copy provided to the Building Manager.

18. Parking and Deliveries

- (1) An owner or occupier of a lot must not park or stand any vehicle on any part of the common property, without the prior written consent of the owners corporation.
- (2) The owners corporation will have the following additional powers, authorities, duties and functions:
 - (a) the power and authority to remove any Infringing Motor Vehicle from the parcel;
 - (b) the power and authority to arrange for the towing, other removal and/or storage of any Infringing Motor Vehicle;
 - (c) the power to recover from the owner or occupier of a lot that has breached this by-law, the owners corporation's costs of carrying out any of its powers, authorities, duties or functions under this by-law as a debt due to the owners corporation in any court of competent jurisdiction.
 - (d) the power and authority to enter any part of the parcel to exercise the powers and duties under this by-law in the same manner and on the same conditions as the power of entry conferred on the owners corporation by section 120 of the Strata Schemes Management Act 2015.

19. Building Manager Agreement

- (1) The owners corporation, in addition to the powers and authorities conferred on it by or under the Act and any other by-law, has the power and authority to appoint and enter into an agreement or agreements with a person or persons to provide for the management, control and administration and the maintenance and repair of the parcel which agreement or agreements may provide for:
 - (a) a term of not more than 2 years with rights for early determination by either the owners corporation or the Building Manager provided such early determination is only given for non performance. The owners corporation must give at least ninety (90) days notice of such determination.
 - (b) the provision of services consistent with use of lots in the scheme as high class

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commercial office building including, without limitation, the services of a caretaker, manager.

- (c) the cleaning and the repair, maintenance, renewal or replacement of the common property and any personal property vested in the owners corporation.
 - (d) the provision of services to lessee or occupiers.
 - (e) the supervision of any employees or contractors of the owners corporation.
 - (f) the control and supervision of the common property.
 - (g) anything else which the owners corporation considers is necessary or desirable having regard to the operational and management requirements of the owners corporation.
- (2) At the expiration of an agreement entered into under this by-law the owners corporation may enter into a further agreement under this by-law.
- (3) The owners corporation may not, without the written consent of the Building Manager, enter into more than one agreement under this by-law at any one time.

20. Owners Corporation

The owners corporation must at all times act in a fair and reasonable manner.

21. Notice board

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

22. Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out of the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

23. Parking lots

In addition to the powers, authorities, duties and functions conferred or imposed upon the owners corporation by the Act and the By-laws, the owners corporation shall have the following additional powers, authorities, duties and functions:

- (1) The power to amend the Schedule referred to in By-Law 7.7 by adding:

Lots 32 to 47 inclusive – Parking only.
- (2) These lots are utility lots as referred to in Section 63 of the Strata Schemes Development Act 2015 and may only be owned by an owner or occupier of a lot in the scheme.

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- (3) The owners or occupiers of lots must not provide access for clients to park in the private parking area.

24. Meeting Notices

In addition to the powers, authorities, duties and functions conferred or imposed upon the owners corporation by the Act and the By-Laws the owners corporation shall have the following additional power, authorities, duties and functions:

The power to instruct the secretary or authorise the managing agent to email all general or Strata Committee meeting agendas and minutes to all lot owners.

25. Recovery of Costs for Damage to Common Property

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

Defined Terms and Interpretation

- (4) **"Owner"** means any owner or owners of a lot from time to time on the strata plan.
- (5) **"Owners Corporation"** means the owners corporation constituted by the registration of Strata Plan 52444.
- (6) **"Occupier"** means an occupier, tenant, lessee, licensee, sub-lessee or sub-licensee of a lot from time to time on the strata plan.
- (7) **"Visitor"** means an invitee of the Owner or Occupier on the strata plan.
- (8) **"Loss"** means any of the following –
 - (a) the cost of repair and/or reinstatement of the common property incurred by the Owners Corporation as a result of the owner or the owner's occupier, tenant or visitor causing damage to the common property and or the Owners Corporation's personal property;
 - (b) any clean-up costs incurred by the Owners Corporation as a result of the owner or the owner's occupier, tenant or visitor causing damage to the common property and or the Owners Corporation's personal property;

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- (c) any rubbish removal costs incurred by the Owners Corporation as a result of the owner or the owner's occupier, tenant or visitor keeping, depositing, storing or dumping any item on the common property, where the Owners Corporation have given reasonable notice requesting removal and that the owner or the owner's occupier or tenant does not remove such item;
 - (d) administration costs to the Owners Corporation incurred in managing and resolving any damage or loss caused to the common property and or the Owners Corporation's personal property; and
 - (e) any other reasonable costs incurred by the Owners Corporation as a result of the owner or the owner's occupier, tenant or visitor causing damage to the common property and or the Owners Corporation's personal property.
- (9) In this by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this by-law;
 - (b) words importing the singular include the plural and visa versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (10) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

26. Recovery of Costs

**PART 1
PREAMBLE**

- 1.1 This by-law is made in accordance with the provisions of Division 2 of Part 7 of the Act.
- 1.2 It is made in relation to the management, administration, control, use of and enjoyment of lots or common property and lots of a strata scheme.
- 1.3 The purpose of this by-law is to confer a power and authority on the Owners Corporation to recover costs and disbursements incurred as a consequence of the acts and omissions of an Owner or Occupier.
- 1.4 The Owners Corporation has the obligation to properly maintain and keep in a state of good and serviceable repair the common property and fixtures and fittings in the common property.
- 1.5 The Owners Corporation has services provided to it by a Strata Manager.

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- 1.6 The Strata Manager charges the Owners Corporation agreed services fees and Additional Services Fees in accordance with a Strata Management Agency Agreement.
- 1.7 From time to time the Additional Services Fees are incurred as a result of the acts and omissions of an Owner or Occupier.
- 1.8 Where the Additional Service Fees are charged following the actions of an Owner or Occupier, then the Owners Corporation shall be permitted to recover those fees from that Owner or Occupier.
- 1.9 In addition to the recovery of the Additional Services Fees from the Owner or Occupier, the Owners Corporation will be entitled to recover the Costs incurred by it in convening and holding a general meeting at the request of an Owner, or as a consequence of an act or omission by an Owner or in carrying out maintenance and repairs to the common property and any fixtures and fittings in the common property.
- 1.10 In relation to a Services Call-Out, the Owners Corporation will be entitled to recover the costs incurred as a consequence of that call-out from an Owner or Occupier, who caused the same in the event that the call-out was inappropriate or unnecessary.
- 1.11 In relation to any Costs charged to the Owners Corporation by a third party for the recovery of unpaid contributions and interest, the Owners Corporation will be entitled to recover the Costs incurred by it from the lot Owner by debiting the Owner's Levy Register and thereafter credit the register upon payment of the costs.
- 1.12 With respect to any costs incurred by an Owner then the Owners Corporation shall be entitled to debit the Owner's Levy Register and thereafter credit that register upon payment of the costs.
- 1.13 In relation to any costs incurred by an Occupier in the even that those costs are not recovered from the Occupier, then the Owner will be responsible for any payment. In this event, the Owner's Levy Register shall be debited with the appropriate charge.
- 1.14 This by-law is made pursuant to the power and authority conferred on the Owners Corporation pursuant to Section 136 of the Act.

PART 2 DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

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

- (a) 'Act' Means the Strata Schemes Management Act 2015.
- (b) 'Additional Services Fees' means the fees incurred by the performance of additional services and charged in accordance with Schedule B of the Strata Management Agency Agreement.
- (c) 'Authority' means any government, semi-government, statutory, judicial, quasi-

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judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal.

- (d) 'Costs' means any expenditure incurred as a result of the matters referred to in clause 5.1 and 5.2 of this by-law.
- (e) 'Levy Register' means the levy register maintained in accordance with clause 23 of the Strata Schemes Management Regulation 2016.
- (f) 'Lot' means any lot in Strata Plan 52444.
- (g) 'Occupier' means any person in lawful occupation of the Lot.
- (h) 'Owner' means the owner(s) of the Lot.
- (i) 'Owners Corporation' means the body corporate constituted by the registration of Strata Plan 52444.
- (j) 'Permitted Persons' means a person in the strata scheme with the express or implied consent of an Owner or Occupier.
- (k) 'Services Call-Out' means any call-out in relation to the servicing of any facility in the strata scheme and shall include emergency fire safety services, being, without limitation, any call-out as a result of a telephone call to the fire brigade, the setting off of a smoke alarm, or an alert from any fire protection system located within the strata scheme.
- (l) 'Strata Management Agency Agreement' means the instrument in writing by which the appointment of the Strata Manager was made by a resolution at a general meeting of the Owners Corporation.
- (m) 'Strata Manager' means the strata managing agent appointed by the Owners Corporation pursuant to Section 49 of the Act or by the Civil and Administrative Tribunal pursuant to an order made under Section 237(1) of the Act.

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

- (a) the singular includes the 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; and
- (d) references to legislation include references to amending and replacing legislation.

PART 3 CONFERRAL OF POWER

3.1 Notwithstanding anything contained in the by-laws applicable to the scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers,

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authorities, duties and functions to recover Additional Service fees, Costs and expenditure incurred as a result of a Service Call-Out on the conditions set out in Part 6.

- 3.2 If there is any inconsistency between this by-law and to those applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 4 ACKNOWLEDGEMENT AND AGREEMENT

4.1 Owners and Occupiers acknowledge that:

- (a) the Owners Corporation has the obligation to properly maintain and keep in a state of good and serviceable repair the common property and any fixtures and fittings in the common property;
- (b) this by-law binds Owners, Occupiers, tenants pursuant to Section 135 of the Act and that those owners, occupiers and tenants must comply with it;
- (c) the Owners Corporation may recover from an Owners or Occupier any costs including, but not limited to, Additional Service Fees, incurred as a consequence of an act or omission which gives rise to a cost to be borne by the Owners Corporation.
- (d) the Owners Corporation may recover from an Owner or Occupier Costs and the expenditure incurred as a result of a Services Call-Out;
- (e) the Owners Corporation maintains a Levy Register in accordance with clause 23 of the Strata Schemes Management Regulation 2016 and that it will debit that register in the appropriate section for the relevant Lot for the costs referred to in clauses 4.1(c) and (d) of this by-law; and
- (f) any cost incurred as a consequence of the act or omission of an Occupier, and not paid to the Owners Corporation by that occupier, must be paid by the owner of the Lot in which the occupier resides.

4.2 Owners agree that they will:

- (a) comply with the provisions of this by-law; and
- (b) provide a copy of this by-law to any Occupier, tenant or person in possession of their Lot and otherwise comply with Section 186 of the Act.

PART 5 REIMBURSEMENTS OF COSTS

5.1 An Owner who requests that a general meeting be convened, or if a general meeting required to be convened as a consequence of an act or omission by the Owner, then the Owner shall reimburse the costs incurred by the Owners Corporation in convening and holding that meeting. This clause will not apply in the event that a meeting is convened as a consequence of the service of a qualified request pursuant to Section 19(2) of the Act.

5.2 An Owner or Occupier who:

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- (a) damages lawns or plants on common property;
- (b) damages common property;
- (c) obstructs common property or the use of common property by having an item, article or personal property on it;
- (d) deposits waste on common property;
- (e) causes the Owners Corporation to serve a notice to comply pursuant to Section 146 of the Act shall reimburse the Owners Corporation for the costs incurred by it.

5.3 In the event that costs are incurred as a consequence of the matters referred to in clauses 5.1 and 5.2 hereof, the Owners Corporation shall serve a written notice on the Owner or Occupier requiring that owner or occupier to reimburse it for that cost.

PART 6 RECOVERY OF COSTS AND OTHER EXPENSES FOR CALL-OUT

- 6.1 Without limiting the effect of any by-law applicable to the strata scheme, an Owner or Occupier shall not:
- (a) without lawful excuse or cause, make or cause to be made; or
 - (b) request, prompt or provoke without lawful excuse or cause a Services call-out.
- 6.2 An Owner or Occupier who makes or causes to be made a Services Call-Out in contravention of clause 6.1 hereof shall reimburse the Owners Corporation for all costs incurred with respect to that call-out.
- 6.3 For the avoidance of doubt, the reference to expenses in paragraph 6.1 above includes (but is not limited to) the costs of attendance at the strata scheme of any fire brigades, ambulance, police, security or other servicemen involved as a result of an Owner or Occupier making, or causing to be made, the Services Call-Out.
- 6.4 An Owner or Occupier acknowledges and agrees that he will reimburse the Owners Corporation for all costs of any Fire Services Call-Out made or caused to be made, by a Permitted Person in contravention of clause 6.1 hereof.
- 6.5 The Owners Corporation shall serve a notice on an Owner or Occupier who have contravened clause 6.1 hereof, requiring payment of the costs of the Services Call-Out and the Owner or Occupier shall make such payment to the Owners Corporation within seven (7) days from the service of the notice.

PART 7 BREACH OF BY-LAW

- 7.1 If an Owner or Occupier fails to comply with any obligation under this by-law:

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- (a) the Owners Corporation may recover the costs of enforcement of this by-law from the Owner or Occupier as a debt due (and may include reference of that debt in the Levy Register for the Lot); and
- (b) the Owner or Occupier acknowledges and agrees that any such debt under clause 6.5 above, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 percent or, if the regulations provide for another rate, that other rate, and the interest will form part of that debt.

SPECIAL BY-LAW 1

The owner for the time being of Lot 11 shall be entitled to the exclusive use and enjoyment of sections of common property comprising the bathroom walls and floor slab for the purpose of redesign by the installation of two toilet cubicles, relocation of shower and vanity unit and relocation of plumbing and floor wastes subject to:

- a. Any necessary consent of Blacktown City Council or any other appropriate government or statutory authority being obtained prior to any work being undertaken.
- b. The work proceeding in accordance with any approved plans.
- c. The refurbishment being maintained in good and serviceable repair by the owner for the time being.
- d. The work being undertaken between the hours of 7.30 a.m. and 5.30 p.m. Monday to Friday 8.30 a.m. to 1.00 p.m. on Saturdays, other than public holidays.
- e. The core drilling and associated plumbing into existing plumbing being undertaken outside normal business hours.
- f. The work being undertaken in such a way as to cause minimum disturbance or inconvenience to the owners or occupiers of other lots or their invitees.
- g. The new work being maintained in good and serviceable repair by the owner.
- h. Any damage occasioned to the common property, another lot or any personal property during the said installation being made good by the owner of the said lot.
- i. Any damage occasioned to the common property, another lot or personal property by the failure of the owners to maintain the new work in a good and serviceable condition shall be made good by the owner.
- j. The owner shall indemnify and keep indemnified the owners corporation against:
 - (i) any sum payable by the Owners Corporation by way of increased insurance premiums as a direct or indirect result of the use of the relevant areas of common property.

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- (ii) all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation and arising directly or indirectly out of the use of the relevant areas of the common property.
- (iii) all costs, including legal costs, of or about the making of this by-law.
- (iv) any costs or damages incurred by or for which the owners corporation is or becomes liable pursuant to Section 120(2) of the Strata Schemes Management Act 2015 in respect of the use and maintenance of the common property the subject of this by-law.

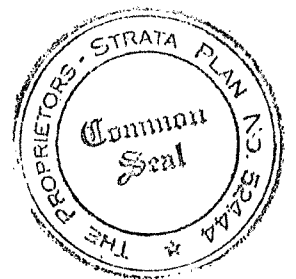
SPECIAL BY-LAW 2

The owner for the time being of Lots 17 and 18 shall be entitled to the exclusive use and enjoyment of areas of common property comprising the walls, floors and ceilings for the purpose of removing internal non structural walls, drilling six (6) core holes in the floor for the provision of services and installation of screen walls, dental equipment and new fixed furnishings to the staff room, administration room and reception area subject to:

- a. Any necessary consent of Blacktown City Council or any other appropriate government or statutory authority being obtained prior to any work being undertaken.
- b. The work proceeding in accordance with any approved plans.
- c. The installation of the new fixtures being effected in a workmanlike manner by a licensed tradesman at the expense of the owner of the said lot.
- d. The work being undertaken between the hours of 7.30 a.m. and 5.30 p.m. Monday to Friday, other than public holidays.
- e. The work being undertaken in such a way as to cause minimum disturbance or inconvenience to the owners or occupiers of other lots or their invitees.
- f. The new work being maintained in good and serviceable repair by the owner.
- g. Any damage occasioned to the common property, another lot or any personal property during the said installation being made good by the owner of the said lot.
- h. Any damage occasioned to the common property, another lot or personal property by the failure of the owners to maintain the new work in a good and serviceable condition shall be made good by the owner.
- i. The owner shall indemnify and keep indemnified the Owners Corporation against:
 - (i) Any sum payable by the Owners Corporation by way of increased insurance premiums as a direct or indirect result of the use of the relevant areas of common property.
 - (ii) All actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the relevant areas of the common property.

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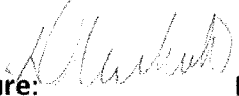
- (iii) All costs, including legal costs, of or about the making of this by-law.
- (iv) Any costs or damages incurred by or for which the Owners Corporation is or becomes liable pursuant to Section 120(2) of the Strata Schemes Management Act 2015 in respect of the use and maintenance of the common property the subject of this by-law.



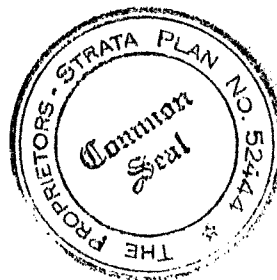
Approved Form 23

Attestation

The seal of the Owners – Strata Plan No: 52444 was affixed on 7 December 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: DONNA CARROLL Authority: Strata Managing Agent





Approved Form 10
Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 52444 was affixed on 7 December 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 : **DONNA CARROLL** Authority: **Strata Managing Agent**

^ Insert appropriate date
* Strike through if inapplicable.



Lodger Details

Lodger Code 503641D
 Name LAWAGENTS
 Address PO BOX 6444
 NORWEST 2153
 Lodger Box 312D
 Email ONLINE@LAWAGENTS.COM.AU
 Reference LRSM - SP52444

Land Registry Document Identification

AT253133

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/SP52444	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP52444
 Other legal entity

Meeting Date

20/03/2023

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW 3

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP52444

Signer Name KYLIE DAISLEY

Signer Organisation TOLWILLOW PTY. LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 10/07/2023

Annexure "A"
Consolidated By-laws Strata Plan 52444

1. Noise

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

2. Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on that part of the common property access which is marked and designated for the use of trade contractors.

3. Change to Common Property

- (1) An owner or occupier of a lot must not do or permit anything including without limitation, bring or permit to be brought into the parcel any heavy article, which might cause structural damage to the Building.
- (2) An owner or occupier of a lot must not do anything to interfere with, damage or deface common property or leave anything on or obstruct lawful use of the common property, without the prior written consent of the owners corporation.



This seal is electronically affixed in accordance with section 17A of the Strata Schemes Management Regulation 2016.

Ben Gibbons

Electronic signature of me, Benjamin Gibbons, affixed at my direction on 28/06/2023

Authority: Strata Manager
Licence: 20242110

- (3) An owner or occupier of a lot must not damage any lawn, plant, tree or garden forming part of or situated on common property or use for the owner's or occupier's purpose as a garden any part of the common property.
- (4) This by-law does not prevent an owner or occupier from making minor alterations to the interior of the common property structures enclosing the lot for the purposes of fitting out or refurbishing the lot provided the owner or occupier obtains any necessary consent or permit from the relevant Governmental Agency and complies with the requirements of the owners corporation.
- (5) Notwithstanding section 106(1) and (2) of the Act, the owner of a lot must maintain and keep in a state of good and serviceable repair and renew and replace as may be necessary or otherwise as reasonably required by the owners corporation, any installation that services that lot to which the written consent of the owners corporation has been given under these by-laws.
- (6) An owner or occupier of a lot must not, without the prior written consent of the owners corporation, interfere with common property or remove any article from the common property placed there by direction or authority of the owners corporation and must use all reasonable endeavours to ensure that such items are used only for their intended use and not damaged.
- (7) An owner or occupier of a lot must not, without the authority of the Building Manager or, if there is no Building Manager, the Managing Agent, interfere with the operation of any equipment installed in the common property.
- (8) An owner or occupier of a lot must not modify any existing air conditioning unit, ventilation system or associated ducting (whether or not such air conditioning unit, ventilation system or associated ducting is contained wholly within a lot) without the prior written consent of the owners corporation, which consent must not be unreasonably withheld.

4. Behaviour by owners and occupiers

- (1) An owner or occupier of a lot must not:
 - (a) create any noise or change any floor finishes or coverings likely to increase the transmission of noise from the lot to another lot or common property or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property; or
 - (b) alter the form or covering of the floor space within a lot in a manner which increases the transmission of noise from that lot to a level likely to disturb the peaceful enjoyment of the proprietor or occupier of other lot; or
 - (c) obstruct lawful use of common property by any person.

- (2) An owner or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property 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.
- (3) An owner or occupier of a lot must not permit any child under the control of that owner or occupier to play on any area of common property or unless accompanied by an adult remain on any area of common property comprising a car parking area or other area of possible danger or hazard to children.
- (4) An owner or occupier carrying out any work permitted under these by-laws to the Building or a service contained in it:
 - (a) must use qualified reputable and where appropriate licensed contractors approved by the owner corporation;
 - (b) ensure that the work is carried out in accordance with the requirements promulgated from time to time by the owners corporation; and
 - (c) obtain the prior consent of any necessary Governmental Agency.

5. Compliance with by-laws

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these by-laws. If an invitee does not comply with these by-laws the owner or occupier must take all reasonable steps to ensure that the invitee immediately leaves the parcel.
- (2) An owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement to ensure that any lessee or licensee or other occupier of the lot and any invitee of that lessee or occupier comply with these by-laws.
- (3) An owner or occupier of a lot must use reasonable care when admitting invitees to the parcel and must not allow them to remain on the common property unsupervised except to the extent reasonably necessary for the ingress and egress of the invitee.
- (4) An owner or occupier of a lot must at the owner's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and order of any Governmental Agency.
- (5) An owner or occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the strata scheme.

6. Garbage

- (1) An owner or occupier of a lot must not deposit on the common property any garbage.
- (2) Each owner or occupier is responsible for arranging removal of all garbage or trade waste from the parcel.
- (3) Despite any provision in this by-law, owners and occupiers of lots must comply with the requirements from time to time of the owners corporation, the Council or any Governmental Agency regarding the separate storage and disposal of putrescible and recyclable waste.

7. Use and appearance of lot

- (1) An owner or occupier of a lot must not, without prior written consent of the owners corporation, maintain inside the lot anything visible from the exterior of the lot that when viewed from outside the lot is not in keeping with the rest of the Building including, without limitation, blinds or curtains of a type or colour not approved by the owners corporation.
- (2) An owner or occupier of a lot may install on the exterior of any windows or doors of a lot only bars, screens, grilles, locks or other safety devices of a type and colour (and in the manner) approved by the owners corporation.
- (3) An owner or occupier of a lot must not:
 - (a) operate or permit to be operated on the parcel any device or electronic equipment which interferes with any appliance lawfully in use on the common property, another lot or another part of the Building.
 - (b) without the prior written consent of the owners corporation, attach to or hang from the exterior of the parcel any aerial or any security device or wires.
- (4) An owner or occupier of a lot may install and keep planter boxes, occasional furniture, landscaping or other outdoor recreational equipment on a courtyard or balcony only:
 - (a) of a type and for a purpose approved from time to time by the owners corporation.
 - (b) if the equipment does not endanger the structural integrity of the Building or the safety of any person in it.
 - (c) on condition (which condition is deemed to be accepted by each owner or occupier) that the relevant occupier removes and stores the equipment (at that owner's or occupier's cost) while ever the owners corporation reasonably requires removal of the equipment to discharge a duty or function imposed on it; and
 - (d) for courtyards on levels 2 and 3 of the Building, approved from time to time by the owners corporation.

- (5) An owner or occupier of a lot may place outside the external door of the lot (giving access to the internal walkways within the Building) only door mats of a type approved by the owners corporation.
- (6) An owner or occupier of a lot may fix or install only deadlocks, door chimes, peep holes and deadbolts of the type and in the manner approved by the owners corporation. Otherwise an owner or occupier may not alter the external doors to the lot or the appearance of the door.
- (7) An owner or occupier of a lot must not use the lot or any part of it so as to cause a nuisance or hazard or for any illegal purpose or for any purpose other than as set out in the Schedule following this by-law.
- (8) An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building or from common property or another lot.
- (9) An owner or occupier of a lot must keep the lot, including all glass in windows and all doors on the boundary of a lot and so much of such windows and doors as is common property (which are safely accessible to that proprietor or occupier), clean and good repair.

SCHEDULE OF USES

OFFICE OCCUPIER CATEGORIES

- * Legal Practices
- * Commercial accounting practices
- * Advertising agencies and services
- * Media and media services
- * Mercantile services
- * Sales and marketing services and consultants
- * Office services
- * Commercial art and graphic design
- * Personnel services
- * Tour and travel operators
- * Computer related services
- * Security systems
- * Consultant engineering services
- * Architectural and design services
- * Interior design services
- * Market research
- * Management and business consultants
- * Management Services
- * Business and professional associations
- * Membership organisations
- * Insurance companies

- * Insurance agents, brokers and services
- * Communications
- * General practitioners
- * Medical specialists
- * Health practitioners (physiotherapists, chiropractors etc)
- * Real Estate Agencies
- * Beauty/Hair Salons
- * Government Departments
- * Restaurant/Café

8. Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any flammable 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.

9. Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not move
 - (a) any furniture; or
 - (b) any articles likely to cause damage or obstruction

through common property without first notifying the Building Manager or, if there is no Building Manager, the Strata Managing Agent. The notice must be given in sufficient time to enable the Building Manager (or the Strata Managing Agent) to arrange if it is considered necessary for a representative of the owners corporation to be present and to determine the appropriate measures for protection of common property.

- (2) An owner or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Building Manager or the Strata Managing Agent including at such times as may be nominated by the Building Manager or the Strata Managing Agent.
- (3) Without limiting By-Law 9(2) an owner or occupier must use only the lift (with protective blankets fitted) to transport furniture or goods referred to in this by-law.

10. Animals

- (1) an owner or occupier may keep an animal on the lot with prior written approval of the strata committee

- (2) the owners corporation delegates to the strata committee to withdraw permission to keep an animal if an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property being —
 - (a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
 - (b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
 - (c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
 - (d) the animal repeatedly causes damage to the common property or another lot, or
 - (e) the animal endangers the health of another occupant through infection or infestation, or
 - (f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
 - (g) for a cat kept on a lot—the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or
 - (h) for a dog kept on a lot—
 - (i) the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or
 - (ii) the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or
 - (iii) the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).-

11. Security

- (1) The strata committee must take all reasonable steps to ensure the security of the parcel from intruders and to preserve the safety of the parcel from fire or other hazard and if it considers it necessary or desirable must, without limitation:
 - (a) close off or restrict by means of Security Keys access to any part of the common property not required for access to a lot on either a temporary or a permanent basis; or
 - (b) permit, to the exclusion of owners and occupiers, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel; or
 - (c) restrict by means of Security Key the access of owners and occupiers of one level of the Building to any other level of the Building.
- (2) The strata committee may close off or restrict by means of Security Keys access to the common property facilities for the proper control and administration of those areas or facilities.
- (3) The strata committee may make rules and regulations relating to ensuring the security of the parcel from intruders.

- (4) If the strata committee restricts the access of owners and occupiers under By-Law 11(1) the strata committee may make available to the first owners of the lots one key per lot free of charge. The strata committee may charge such refundable deposit as it determines from time to time for any additional Security Key required by an owner.
- (5) If the strata committee restricts the access of owners and occupiers under By-law 11(2) the strata committee may charge owners or other authorised parties a reasonable fee or bond for any Security Key giving access to the restricted areas.
- (6) An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must take all reasonable steps, including without limitation, an appropriate agreement in any lease or licence of the lot to ensure return of the Security Key to the owner or the strata committee.
- (7) An owner or occupier of a lot in possession of a Security Key must not duplicate or permit the Security Key to be duplicated and must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the owner or the strata committee.
- (8) An owner or occupier of a lot must promptly notify the owners corporation if a Security Key is lost or destroyed.
- (9) The strata committee may render inoperable any Security Key which is lost or any Security Key in the possession of an owner or occupier who fails to comply with the terms of the by-laws or the Rules.
- (10) An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the Building and, without limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure in any operational state, as the case may be, when not in immediate use.

12. Notification of defects

The owner or occupier of a lot is liable to compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that owner or occupier or any lessee, licensee or invitee of that owner or occupier.

13. Insurance Premiums

- (1) An owner or occupier of a lot must not, without the prior written consent of the owners corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.
- (2) Any consent given by the owners corporation under this by-law may be given on conditions which include, without limitation, an obligation for the owner or occupier of the lot to reimburse the owners corporation for any increase in premium for an insurance policy effected by it.

14. Signs

An owner or occupier of a lot used for commercial purposes must not, without the prior written consent of the owners corporation, affix or exhibit any sign, lighted advertisement, name or notice to or on any part of the parcel other than those signs, lighted advertisements, names or notices permitted in the owners corporation's signage rules, unless it is inside the lot and not visible from outside the lot.

15. Fire Certification, Safety and Equipment:

- (1) Owners, Occupiers, Lessees and Invitees of a Lot must do all acts and things required by the Owners Corporation to assist the Owners Corporation to comply with the provisions of the Environmental Planning and Assessment Act by making the Lot available for Fire Safety Inspections at the scheduled times and dates for such inspections.
- (2) In the event the Owners Corporation is charged any other fees and charges relating to the Fire Safety Inspections (additional call out fees, fines and the like) for failure to comply with the notice issued to the Lot Owner, Occupier, Lessee or Invitee of the Lot which failed to provide access to the Lot at the scheduled time and date shall compensate the Owners Corporation the amount equivalent to any fine or penalty levied against the Owners Corporation as a consequence of such non-compliance, the cost of any subsequent or additional inspections and any cost and expense incurred by the Owners Corporation in responding to and satisfying such notice.
- (3) In the event that damage to or interference with any sprinkler, smoke alarm, fire door or closer, exit light, fire signage, heat detector, fire extinguisher or other fire safety related fitting, appliance or object forming part of the fire safety system (including the use of fire or emergency escape doors in other than emergency) within a lot or on common property in the strata scheme that Lot Owner, Occupier, Lessee or Invitee shall compensate the Owners Corporation for the cost of the repair, replacement and installation of such damaged or interfered with safety equipment, inspection and certification of the fire safety system and any cost and expense incurred by the Owners Corporation in overseeing, arranging and undertaking such works.
- (4) If the Owner, Occupier, Lessee or Invitee fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (a) Carry out all works necessary to perform that obligation, pursuant to S120(2) of the Strata Schemes Management Act 2015;
 - (b) Enter into arrangement with third parties to carry out all works necessary to perform that obligation;
 - (c) Subject to S122(4) of the Strata Schemes Management Act 2015, enter onto any part of the parcel to carry out that work; and
 - (d) Recover the costs of carrying out that work from the Owners as a debt due to the Owners Corporation, pursuant to S120(5) of the Strata Schemes Management Act 2015.

16. Consent of owners corporation

A consent given by the owners corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the owner or occupier of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

17. Complaints and applications

Any complaint or application to the owners corporation or the strata committee must be addressed in writing to the Managing Agent and a copy provided to the Building Manager.

18. Parking and Deliveries

- (1) An owner or occupier of a lot must not park or stand any vehicle on any part of the common property, without the prior written consent of the owners corporation.
- (2) The owners corporation will have the following additional powers, authorities, duties and functions:
 - (a) the power and authority to remove any Infringing Motor Vehicle from the parcel;
 - (b) the power and authority to arrange for the towing, other removal and/or storage of any Infringing Motor Vehicle;
 - (c) the power to recover from the owner or occupier of a lot that has breached this by-law, the owners corporation's costs of carrying out any of its powers, authorities, duties or functions under this by-law as a debt due to the owners corporation in any court of competent jurisdiction.
 - (d) the power and authority to enter any part of the parcel to exercise the powers and duties under this by-law in the same manner and on the same conditions as the power of entry conferred on the owners corporation by section 120 of the Strata Schemes Management Act 2015.

19. Building Manager Agreement

- (1) The owners corporation, in addition to the powers and authorities conferred on it by or under the Act and any other by-law, has the power and authority to appoint and enter into an agreement or agreements with a person or persons to provide for the management, control and administration and the maintenance and repair of the parcel which agreement or agreements may provide for:
 - (a) a term of not more than 2 years with rights for early determination by either the owners corporation or the Building Manager provided such early determination is only given for non performance. The owners corporation must give at least ninety (90) days notice of such determination.

- (b) the provision of services consistent with use of lots in the scheme as high class commercial office building including, without limitation, the services of a caretaker, manager.
 - (c) the cleaning and the repair, maintenance, renewal or replacement of the common property and any personal property vested in the owners corporation.
 - (d) the provision of services to lessee or occupiers.
 - (e) the supervision of any employees or contractors of the owners corporation.
 - (f) the control and supervision of the common property.
 - (g) anything else which the owners corporation considers is necessary or desirable having regard to the operational and management requirements of the owners corporation.
- (2) At the expiration of an agreement entered into under this by-law the owners corporation may enter into a further agreement under this by-law.
- (3) The owners corporation may not, without the written consent of the Building Manager, enter into more than one agreement under this by-law at any one time.

20. Owners Corporation

The owners corporation must at all times act in a fair and reasonable manner.

21. Notice board

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

22. Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out of the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

23. Parking lots

In addition to the powers, authorities, duties and functions conferred or imposed upon the owners corporation by the Act and the By-laws, the owners corporation shall have the following additional powers, authorities, duties and functions:

- (1) The power to amend the Schedule referred to in By-Law 7.7 by adding:

Lots 32 to 47 inclusive – Parking only.

- (2) These lots are utility lots as referred to in Section 63 of the Strata Schemes Development Act 2015 and may only be owned by an owner or occupier of a lot in the scheme.
- (3) The owners or occupiers of lots must not provide access for clients to park in the private parking area.

24. Meeting Notices

In addition to the powers, authorities, duties and functions conferred or imposed upon the owners corporation by the Act and the By-Laws the owners corporation shall have the following additional power, authorities, duties and functions:

The power to instruct the secretary or authorise the managing agent to email all general or Strata Committee meeting agendas and minutes to all lot owners.

25. Recovery of Costs for Damage to Common Property

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

Defined Terms and Interpretation

- (4) "**Owner**" means any owner or owners of a lot from time to time on the strata plan.
- (5) "**Owners Corporation**" means the owners corporation constituted by the registration of Strata Plan 52444.
- (6) "**Occupier**" means an occupier, tenant, lessee, licensee, sub-lessee or sub-licensee of a lot from time to time on the strata plan.
- (7) "**Visitor**" means an invitee of the Owner or Occupier on the strata plan.
- (8) "**Loss**" means any of the following –
 - (a) the cost of repair and/or reinstatement of the common property incurred by the Owners Corporation as a result of the owner or the owner's occupier, tenant or visitor causing damage to the common property and or the Owners Corporation's personal property;

- (b) any clean-up costs incurred by the Owners Corporation as a result of the owner or the owner's occupier, tenant or visitor causing damage to the common property and or the Owners Corporation's personal property;
 - (c) any rubbish removal costs incurred by the Owners Corporation as a result of the owner or the owner's occupier, tenant or visitor keeping, depositing, storing or dumping any item on the common property, where the Owners Corporation have given reasonable notice requesting removal and that the owner or the owner's occupier or tenant does not remove such item;
 - (d) administration costs to the Owners Corporation incurred in managing and resolving any damage or loss caused to the common property and or the Owners Corporation's personal property; and
 - (e) any other reasonable costs incurred by the Owners Corporation as a result of the owner or the owner's occupier, tenant or visitor causing damage to the common property and or the Owners Corporation's personal property.
- (9) In this by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this by-law;
 - (b) words importing the singular include the plural and visa versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (10) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

26. Recovery of Costs

PART 1 PREAMBLE

- 1.1 This by-law is made in accordance with the provisions of Division 2 of Part 7 of the Act.
- 1.2 It is made in relation to the management, administration, control, use of and enjoyment of lots or common property and lots of a strata scheme.
- 1.3 The purpose of this by-law is to confer a power and authority on the Owners Corporation to recover costs and disbursements incurred as a consequence of the acts and omissions of an Owner or Occupier.

- 1.4 The Owners Corporation has the obligation to properly maintain and keep in a state of good and serviceable repair the common property and fixtures and fittings in the common property.
- 1.5 The Owners Corporation has services provided to it by a Strata Manager.
- 1.6 The Strata Manager charges the Owners Corporation agreed services fees and Additional Services Fees in accordance with a Strata Management Agency Agreement.
- 1.7 From time to time the Additional Services Fees are incurred as a result of the acts and omissions of an Owner or Occupier.
- 1.8 Where the Additional Service Fees are charged following the actions of an Owner or Occupier, then the Owners Corporation shall be permitted to recover those fees from that Owner or Occupier.
- 1.9 In addition to the recovery of the Additional Services Fees from the Owner or Occupier, the Owners Corporation will be entitled to recover the Costs incurred by it in convening and holding a general meeting at the request of an Owner, or as a consequence of an act or omission by an Owner or in carrying out maintenance and repairs to the common property and any fixtures and fittings in the common property.
- 1.10 In relation to a Services Call-Out, the Owners Corporation will be entitled to recover the costs incurred as a consequence of that call-out from an Owner or Occupier, who caused the same in the event that the call-out was inappropriate or unnecessary.
- 1.11 In relation to any Costs charged to the Owners Corporation by a third party for the recovery of unpaid contributions and interest, the Owners Corporation will be entitled to recover the Costs incurred by it from the lot Owner by debiting the Owner's Levy Register and thereafter credit the register upon payment of the costs.
- 1.12 With respect to any costs incurred by an Owner then the Owners Corporation shall be entitled to debit the Owner's Levy Register and thereafter credit that register upon payment of the costs.
- 1.13 In relation to any costs incurred by an Occupier in the even that those costs are not recovered from the Occupier, then the Owner will be responsible for any payment. In this event, the Owner's Levy Register shall be debited with the appropriate charge.
- 1.14 This by-law is made pursuant to the power and authority conferred on the Owners Corporation pursuant to Section 136 of the Act.

PART 2 DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

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

- (a) 'Act' Means the Strata Schemes Management Act 2015.
- (b) 'Additional Services Fees' means the fees incurred by the performance of additional services and charged in accordance with Schedule B of the Strata Management Agency Agreement.
- (c) 'Authority' means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal.
- (d) 'Costs' means any expenditure incurred as a result of the matters referred to in clause 5.1 and 5.2 of this by-law.
- (e) 'Levy Register' means the levy register maintained in accordance with clause 23 of the Strata Schemes Management Regulation 2016.
- (f) 'Lot' means any lot in Strata Plan 52444.
- (g) 'Occupier' means any person in lawful occupation of the Lot.
- (h) 'Owner' means the owner(s) of the Lot.
- (i) 'Owners Corporation' means the body corporate constituted by the registration of Strata Plan 52444.
- (j) 'Permitted Persons' means a person in the strata scheme with the express or implied consent of an Owner or Occupier.
- (k) 'Services Call-Out' means any call-out in relation to the servicing of any facility in the strata scheme and shall include emergency fire safety services, being, without limitation, any call-out as a result of a telephone call to the fire brigade, the setting off of a smoke alarm, or an alert from any fire protection system located within the strata scheme.
- (l) 'Strata Management Agency Agreement' means the instrument in writing by which the appointment of the Strata Manager was made by a resolution at a general meeting of the Owners Corporation.
- (m) 'Strata Manager' means the strata managing agent appointed by the Owners Corporation pursuant to Section 49 of the Act or by the Civil and Administrative Tribunal pursuant to an order made under Section 237(1) of the Act.

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

- (a) the singular includes the 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; and
- (d) references to legislation include references to amending and replacing legislation.

PART 3

CONFERRAL OF POWER

- 3.1 Notwithstanding anything contained in the by-laws applicable to the scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to recover Additional Service fees, Costs and expenditure incurred as a result of a Service Call-Out on the conditions set out in Part 6.
- 3.2 If there is any inconsistency between this by-law and to those applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 4

ACKNOWLEDGEMENT AND AGREEMENT

- 4.1 Owners and Occupiers acknowledge that:
- (a) the Owners Corporation has the obligation to properly maintain and keep in a state of good and serviceable repair the common property and any fixtures and fittings in the common property;
 - (b) this by-law binds Owners, Occupiers, tenants pursuant to Section 135 of the Act and that those owners, occupiers and tenants must comply with it;
 - (c) the Owners Corporation may recover from an Owners or Occupier any costs including, but not limited to, Additional Service Fees, incurred as a consequence of an act or omission which gives rise to a cost to be borne by the Owners Corporation.
 - (d) the Owners Corporation may recover from an Owner or Occupier Costs and the expenditure incurred as a result of a Services Call-Out;
 - (e) the Owners Corporation maintains a Levy Register in accordance with clause 23 of the Strata Schemes Management Regulation 2016 and that it will debit that register in the appropriate section for the relevant Lot for the costs referred to in clauses 4.1(c) and (d) of this by-law; and
 - (f) any cost incurred as a consequence of the act or omission of an Occupier, and not paid to the Owners Corporation by that occupier, must be paid by the owner of the Lot in which the occupier resides.
- 4.2 Owners agree that they will:
- (a) comply with the provisions of this by-law; and
 - (b) provide a copy of this by-law to any Occupier, tenant or person in possession of their Lot and otherwise comply with Section 186 of the Act.

PART 5
REIMBURSEMENTS OF COSTS

- 5.1 An Owner who requests that a general meeting be convened, or if a general meeting required to be convened as a consequence of an act or omission by the Owner, then the Owner shall reimburse the costs incurred by the Owners Corporation in convening and holding that meeting. This clause will not apply in the event that a meeting is convened as a consequence of the service of a qualified request pursuant to Section 19(2) of the Act.
- 5.2 An Owner or Occupier who:
- (a) damages lawns or plants on common property;
 - (b) damages common property;
 - (c) obstructs common property or the use of common property by having an item, article or personal property on it;
 - (d) deposits waste on common property;
 - (e) causes the Owners Corporation to serve a notice to comply pursuant to Section 146 of the Act shall reimburse the Owners Corporation for the costs incurred by it.
- 5.3 In the event that costs are incurred as a consequence of the matters referred to in clauses 5.1 and 5.2 hereof, the Owners Corporation shall serve a written notice on the Owner or Occupier requiring that owner or occupier to reimburse it for that cost.

PART 6
RECOVERY OF COSTS AND OTHER EXPENSES FOR CALL-OUT

- 6.1 Without limiting the effect of any by-law applicable to the strata scheme, an Owner or Occupier shall not:
- (a) without lawful excuse or cause, make or cause to be made; or
 - (b) request, prompt or provoke without lawful excuse or cause a Services call-out.
- 6.2 An Owner or Occupier who makes or causes to be made a Services Call-Out in contravention of clause 6.1 hereof shall reimburse the Owners Corporation for all costs incurred with respect to that call-out.
- 6.3 For the avoidance of doubt, the reference to expenses in paragraph 6.1 above includes (but is not limited to) the costs of attendance at the strata scheme of any fire brigades, ambulance, police, security or other servicemen involved as a result of an Owner or Occupier making, or causing to be made, the Services Call-Out.
- 6.4 An Owner or Occupier acknowledges and agrees that he will reimburse the Owners Corporation for all costs of any Fire Services Call-Out made or caused to be made, by a Permitted Person in contravention of clause 6.1 hereof.

- 6.5 The Owners Corporation shall serve a notice on an Owner or Occupier who have contravened clause 6.1 hereof, requiring payment of the costs of the Services Call-Out and the Owner or Occupier shall make such payment to the Owners Corporation within seven (7) days from the service of the notice.

**PART 7
BREACH OF BY-LAW**

- 7.1 If an Owner or Occupier fails to comply with any obligation under this by-law:
- (a) the Owners Corporation may recover the costs of enforcement of this by-law from the Owner or Occupier as a debt due (and may include reference of that debt in the Levy Register for the Lot); and
 - (b) the Owner or Occupier acknowledges and agrees that any such debt under clause 6.5 above, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 percent or, if the regulations provide for another rate, that other rate, and the interest will form part of that debt.

SPECIAL BY-LAW 1 – Exclusive use Lot 11

The owner for the time being of Lot 11 shall be entitled to the exclusive use and enjoyment of sections of common property comprising the bathroom walls and floor slab for the purpose of redesign by the installation of two toilet cubicles, relocation of shower and vanity unit and relocation of plumbing and floor wastes subject to:

- a. Any necessary consent of Blacktown City Council or any other appropriate government or statutory authority being obtained prior to any work being undertaken.
- b. The work proceeding in accordance with any approved plans.
- c. The refurbishment being maintained in good and serviceable repair by the owner for the time being.
- d. The work being undertaken between the hours of 7.30 a.m. and 5.30 p.m. Monday to Friday 8.30 a.m. to 1.00 p.m. on Saturdays, other than public holidays.
- e. The core drilling and associated plumbing into existing plumbing being undertaken outside normal business hours.
- f. The work being undertaken in such a way as to cause minimum disturbance or inconvenience to the owners or occupiers of other lots or their invitees.
- g. The new work being maintained in good and serviceable repair by the owner.
- h. Any damage occasioned to the common property, another lot or any personal property during the said installation being made good by the owner of the said lot.

- i. Any damage occasioned to the common property, another lot or personal property by the failure of the owners to maintain the new work in a good and serviceable condition shall be made good by the owner.
- j. The owner shall indemnify and keep indemnified the owners corporation against:
 - (i) any sum payable by the Owners Corporation by way of increased insurance premiums as a direct or indirect result of the use of the relevant areas of common property.
 - (ii) all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation and arising directly or indirectly out of the use of the relevant areas of the common property.
 - (iii) all costs, including legal costs, of or about the making of this by-law.
 - (iv) any costs or damages incurred by or for which the owners corporation is or becomes liable pursuant to Section 120(2) of the Strata Schemes Management Act 2015 in respect of the use and maintenance of the common property the subject of this by-law.

SPECIAL BY-LAW 2 – Exclusive Use Lots 17 and 18

The owner for the time being of Lots 17 and 18 shall be entitled to the exclusive use and enjoyment of areas of common property comprising the walls, floors and ceilings for the purpose of removing internal non structural walls, drilling six (6) core holes in the floor for the provision of services and installation of screen walls, dental equipment and new fixed furnishings to the staff room, administration room and reception area subject to:

- a. Any necessary consent of Blacktown City Council or any other appropriate government or statutory authority being obtained prior to any work being undertaken.
- b. The work proceeding in accordance with any approved plans.
- c. The installation of the new fixtures being effected in a workmanlike manner by a licensed tradesman at the expense of the owner of the said lot.
- d. The work being undertaken between the hours of 7.30 a.m. and 5.30 p.m. Monday to Friday, other than public holidays.
- e. The work being undertaken in such a way as to cause minimum disturbance or inconvenience to the owners or occupiers of other lots or their invitees.
- f. The new work being maintained in good and serviceable repair by the owner.
- g. Any damage occasioned to the common property, another lot or any personal property during the said installation being made good by the owner of the said lot.

- h. Any damage occasioned to the common property, another lot or personal property by the failure of the owners to maintain the new work in a good and serviceable condition shall be made good by the owner.
- i. The owner shall indemnify and keep indemnified the Owners Corporation against:
 - (i) Any sum payable by the Owners Corporation by way of increased insurance premiums as a direct or indirect result of the use of the relevant areas of common property.
 - (ii) All actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the relevant areas of the common property.
 - (iii) All costs, including legal costs, of or about the making of this by-law.
 - (iv) Any costs or damages incurred by or for which the Owners Corporation is or becomes liable pursuant to Section 120(2) of the Strata Schemes Management Act 2015 in respect of the use and maintenance of the common property the subject of this by-law.

Special By-Law 3 – Commercial Fit Out Lots 18 and 19

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.
3. **"Owner"** means the owner or owners of Lot 18 from time to time in Strata Plan 52444.
4. **"Lot Occupier"** means the occupier of Lot 19 in SP 52444 at the date of registration of this by-law.
5. **"Improvements"** means the complete fitout of Lots 18 & 19 including all works incidental thereto (at the Owner's cost for Lot 18 and the Lot Occupier's cost for Lot 19 and to remain the Owner's fixtures that affect the common property) as described in the Dental and Medical Fitouts plans and as detailed below:
 - (a) **The removal of the internal non-structural wall and the installation of a double doorway connecting Lots 18 and 19;**
 - (b) **In Lot 18, the removal of the existing reception desk and replacement with a new reception desk in the same location;**
 - (c) **In Lot 19, the works include the following:**
 - (i) Installation of 5 x dental chairs;
 - (ii) installation of 2 x televisions;

- (iii) installation of 7 x sinks;
 - (iv) water suction drainage;
 - (v) installation of a kitchenette;
 - (vi) installation of all ancillary fixtures; fittings and core penetrations; and
 - (vii) the associated electrical and plumbing works.
6. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
 7. The Owner and Lot Occupier must not carry out the Improvements except in accordance with this by-law.
 8. Words defined in the *Strata Schemes Management Act 2015* have the meaning given to them in that Act.
 9. In this by-law a word which denotes references to legislation includes references to amending and replacing legislation.
 10. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

11. The Owner or Lot Occupier must ensure that any party carrying out the Improvements effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and any other insurance required by law.

Carrying out the Improvements

12. In carrying out the Improvements, the Owner or Lot Occupier will endeavour to:
 - (a) protect all areas of the building outside their lot from damage;
 - (b) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
 - (c) only make the Improvements during the hours of 7:30am – 5:00pm Monday – Friday, and 8:30am – 1:00pm on Saturdays;
 - (d) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements and remove all debris resulting from making the Improvements immediately from the building; and
 - (e) carry out the work in such a way as to cause minimum disturbance or inconvenience to the owners or occupiers of other lots or their invitees.

13. The Owner or Lot Occupier must ensure that the Improvements shall be done in a proper and workmanlike manner and by duly licensed insured contractors and in accordance with the specifications approved by the Owners Corporation under this by-law.

After completing the Improvements

14. The Owner and Lot Occupier must notify the Strata Committee that the works have been completed.

Repair and Maintenance

15. The Owner or Lot Occupier must, at the Owner or Lot Occupier's cost properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair.
16. If the Owner or Lot Occupier removes the Improvements or any part of the Improvements made under this by-law, the Owner or Lot Occupier must at the Owner or Lot Occupier's own cost, restore and reinstate the common property to its original condition.

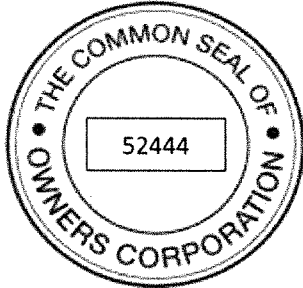
Liability and Indemnity

17. The Owner or Lot Occupier indemnifies the Owners Corporation and the existing and future owners of lot 19 against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Improvements.
18. To the extent that section 106(3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

Miscellaneous

19. The Owner and Lot Occupier must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

20. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and to affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.



This seal is electronically affixed in accordance with section 17A of the Strata Schemes Management Regulation 2016.

Ben Gibbons

Electronic signature of me, Benjamin Gibbons, affixed at my direction on 28/06/2023

Authority: Strata Manager
Licence: 20242110

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

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

Strata Schemes Management Act 2015
Real Property Act 1900

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

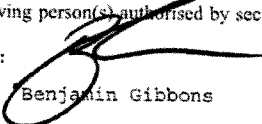
(A) **TORRENS TITLE** For the common property
CP/SP52444

(B) **LODGED BY**

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any LRS Collection Box - 312D Lodged by LawAgents - 123202Y Reference: SP52444	CODE CH
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- (C) The Owners-Strata Plan No. 52444 certify that a special resolution was passed on 20/3/2023
- (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-Law 3
Amended by-law No. NOT APPLICABLE
as fully set out below:
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. 52444 was affixed on 28/6/2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Benjamin Gibbons

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

Form: 07L
Licence: 05-11-667
Licensee: Softdocs
Tonkin Drysdale Partners

LEASE
New South Wales
Real Property Act 1900



AN165478S

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.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

27/SP52444

RELODGED

12 MAR 2018

ME(B) ² LODGED BY

Document Collection Box

859D

Name, Address or DX, Telephone and Customer Account Number if any

Acc. No. 123619N TONKIN DRYSDALE PARTNERS
DX 8803 WOY WOY
Tel: (02) 4341 2355

Reference (optional): PTQ:at:170230

CODE

L

(C) LESSOR

GARY EDWARD CAREY AND JULIE ELLEN CAREY

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

CELINE LOWE PTY LTD

ACN 620 732 890

TENANCY:

Philippa Tonkin, am
authorised to amend
12/3/18
(F) *STonkin*

(G) 1. TERM 6 YEARS

2. COMMENCING DATE 1 January 2018

3. TERMINATING DATE 31 December 2023

4. With an OPTION TO RENEW for a period of 5 YEARS
set out in clause 4 of Annexure B and Item 12 of Annexure A

5. With an OPTION TO PURCHASE set out in clause N.A. of N.A.

6. Together with and reserving the RIGHTS set out in clause N.A. of N.A.

7. Incorporates the provisions or additional material set out in ANNEXURE(S) A AND B hereto.


8. Incorporates the provisions set out in N.A.
No. N.A.

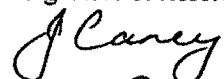

9. The RENT is set out in item 13 of Annexure A and clause 5 of Annexure B

DATE 27, 02, 2018

(H) I certify I am an eligible witness and that the lessor signed this dealing in my presence.
[See note* below]


Certified correct for the purposes of the Real Property Act 1900 by the lessor.


Signature of witness: 
Name of witness: CHRISTINE HOLLOWAY
Address of witness:
3 HAYLE TCE
STANHOPE GARDENS NSW
2768

Signature of lessor:



Note: where applicable, the lessor must complete the statutory declaration below

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: CELINE LOWE PTY LTD
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: 
Name of authorised person: CELINE LOWE PASCUAL
Office held: SOLE DIRECTOR / SECRETARY

Signature of authorised person: 
Name of authorised person: CELINE LOWE
Office held: SECRETARY PASCUAL

(I) STATUTORY DECLARATION #

I,
solemnly and sincerely declare that -

- 1. The time for the exercise of option to renew/purchase in expired lease No. has ended; and
- 2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900. and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at in the State of New South Wales on
in the presence of of
 Justice of the Peace (J.P. Number) Practising Solicitor
 Other qualified witness [specify]

- ** who certifies the following matters concerning the making of this statutory declaration by the person who made it:
- 1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person has a special justification for not removing the covering; and
 - 2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was [Omit ID No.]

Signature of witness: Signature of applicant:

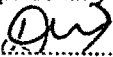
As the services of a qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment. ** If made outside NSW, cross out witness certification. If made in NSW, cross out the text which does not apply.

Annexure AA to LEASE

Parties: CAREY Lease to CELINE LOWE PTY LTD

Dated: 27, 02, 2018

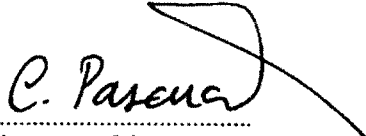
Signed in my presence by the Guarantor
who is personally known to me:


.....
Signature of Witness

ARTEMI KOKOLAKIS

Name of Witness
(BLOCK LETTERS)

119 BURWOOD RD, CONCORD
Address of Witness


.....
Signature of Guarantor

Signed in my presence by the Guarantor
who is personally known to me:

.....
Signature of Witness

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

.....
Address of Witness

.....
Signature of Guarantor

ANNEXURE A

SEE A SOLICITOR ABOUT THIS LEASE

ANNEXURE A to the Law Society Lease

Lessor: WESTERN SYDNEY SPEECH PATHOLOGY

Lessee: CELINE LOWE PTY LTD

This annexure consists of 3 pages.

NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued)

Item 10
(cls 2.3, 13.1)
(cl 13.7)

- A. The guarantor: Celine ~~Pasoul~~ ^{PASCUAL} 
- B. Limit of guarantor's liability: Unlimited

Item 11
(cl 3)

Additional leased property: One car space

Item 12
(cl 4)

Option to renew:

- A. Further period of 5 years from 1/01/2024 to 31/12/2028
- B. Further period of _____ years from _____ to _____
- C. Maximum period of tenancy under this lease and permitted renewals: 11 years
- D. First day option for renewal can be exercised: 30/06/2023
- E. Last day option for renewal can be exercised: 30/09/2023

Item 13
(cl 5)

A. Rent:

For the lease period:


From the commencement date to the first review date:	\$17,160.00 a year plus GST by monthly instalments of \$1,430.00 plus GST
Afterwards:	At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.


For the further period in item 12A:

From the commencement date to the first rent review date:	Current market rent
Afterwards:	At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

~~For the further period in item 12B:~~

From the commencement date to the first rent review date:	
Afterwards:	At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.





ANNEXURE A

Item 13 **B. GST:**
(cl 15) Clause 15 provides for payment by the lessee of GST unless otherwise here indicated:

Item 14 **Outgoings:**
(cl 5) A. Share of outgoings: 100%
 B. Outgoings -

 (a) water sewerage and drainage charges;
 for the land or the building of which the property is part, fairly apportioned to the
 period of this lease.

Item 15 **Interest rate:** 10.00%
(cl 5.1.5)

Item 16 **Rent review:**
(cl 5.4)


Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show a percentage or amount).
1/01/2019	Method 2	
1/01/2020	Method 2	
1/01/2021	Method 2	
1/01/2022	Method 2	
1/01/2023	Method 2	
1/01/2024	Method 3	
1/01/2025	Method 2	
1/01/2026	Method 2	
1/01/2027	Method 2	
1/01/2028	Method 2	
1/01/2029	Method 2	


Method 1 is a fixed amount or percentage.
Method 2 is a Consumer Price Index.
Method 3 is current market rent.
Method 2 applies unless another method is stated.

Item 17 **Permitted Use:** speech pathology
(cl 6.1)

Item 18 **Amount of required public liability insurance:** \$10,000,000.00
(cl 8.1.1)

Item 19 **Bank Guarantee:**
(cl 16) 1 months base rent and the lessee's proportion of outgoings increased by the rate of GST
 (expressed as a percentage) applicable from time to time.


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


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

ANNEXURE A

Item 20 **Security Deposit:**
(cl 17) 2 months base rent and the lessee's proportion of outgoings increased by the rate of GST
 (expressed as a percentage) applicable from time to time.

Details of strata management/secretary of the owners corporation:

Not applicable

The following alterations and additions are to be made to the Lease Covenants in Annexure B:

Nil.

J. Carey
.....
Jony Carey
.....
.....

C. Pascoe
.....
.....
.....

ANNEXURE B

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: GARY EDWARD CAREY & JULIE ELLEN CAREY

Lessee: CELINE LOWE PTY LTD

This annexure consists of 13 pages.

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NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

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CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
1	Form of this Lease.....	2	11	Lessor's other Obligations.....	9
2	Parties.....	2	12	Forfeiture and End of Lease	9
3	The Property.....	2	13	Guarantee	10
4	Lease Period.....	2	14	Exclusions, Notices and Special Clauses.....	10
5	Money	3	15	Goods and Services Tax	11
6	Use	5	16	Bank Guarantee	11
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8	Insurance and Damage	7	18	Strata Conversion	11
9	Access	7			
10	Transfer and Sublease	8			

RETAIL LEASE CERTIFICATE

If section 16 of the *Retail Leases Act 1994* applies to this lease, and the term plus any further terms are less than 5 years (subject to section 16(4)), the term will be extended unless a section 16(3) certificate is given. Sections 16(1) and (2) provide –

- 16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.
- 16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

I certify that:

- I am a solicitor not acting for the lessor;
- Before (or within 6 months after) the lessee entered into this lease –
 - the lessee requested me to give this certificate; and
 - I explained to the lessee the effect of sections 16(1) and (2), and that the giving of this certificate would result in section 16 not applying to this lease.

.....
Date

.....
Signature

J. Carey
.....
.....
.....

NAME (BLOCK LETTERS)
C. Pascoe
.....
.....

CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

CLAUSE 2 PARTIES

Who are the parties to this lease?

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY

What property is leased?

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
 - 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
 - 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
 - 4.4 The lessee can exercise the option only if –
 - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
 - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
 - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.
- If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.
- 4.5 After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

- 4.6 A new lease will be the same as this lease except for –
- 4.6.1 the new rent;
 - 4.6.2 the commencement date and the termination date;
 - 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
 - 4.6.4 item 12B becoming item 12A;
 - 4.6.5 adjustment of item 12C in the schedule; and
 - 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY

What money must the lessee pay?

- 5.1 The lessee must pay to the lessor or as the lessor directs –
- 5.1.1 the rent stated in item 13A in the schedule;
 - 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
 - 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
 - 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
 - 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
 - 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
 - 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
 - 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
 - 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
 - 5.1.10 GST as provided for in clause 15.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.
- 5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.
- A request for payment can be made –
- 5.3.1 after the lessor has paid an outgoing; or
 - 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax –

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.

When and how is the rent to be reviewed?

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

- 5.7 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

- 5.8 In this case –

- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –
- 5.12.1 the provisions of this lease;
 - 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
 - 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
 - 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
 - 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

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- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before –
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

CLAUSE 6 USE

How must the property be used?

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
- 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
- 6.1.3 keep the property clean and dispose of waste properly; and
- 6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.
- 6.1.5 where the property is a lot in a strata scheme:
- 6.1.5.1 use the lessor's common property only in connection with the use of the property;
- 6.1.5.2 co-operate with all other permitted users of the common property;
- 6.1.5.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

- 6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The lessee must not –
- 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
 - 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
 - 6.3.3 hold any auction, bankrupt or fire sale in the property; or
 - 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
 - 6.3.5 overload the floors or walls of the property; or
 - 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 7.1 The lessor must –
- 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
- 7.2.1 alter or improve the property; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
- 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one;
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – ‘decorate’ here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
 - 7.3.4 where the property is a lot in a strata scheme:
 - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
 - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
- 7.5.1 do the work immediately if there is an emergency; and
 - 7.5.2 do the work promptly and diligently in any other case.

If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

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- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

- 8.1 The lessee must keep current an insurance policy covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
 - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
 - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
 - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
 - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
 - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used; or
 - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

CLAUSE 10 TRANSFER AND SUB-LEASE

Can this lease be transferred or the property shared or sub-let?

- 10.1 The lessee must not transfer this lease without consent.
- 10.2 The lessor can withhold consent only if –
- 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
 - 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
 - 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 10.4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

What are the lessor's other obligations?

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoing for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
- 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
 - 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
 - 11.3.2.1 allow reasonable use of the facilities and service connections including –
 - the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
 - access by the lessee to service connections; and
 - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
 - 11.3.2.2 maintain the facilities and service connections in reasonable condition.

- 11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

- 12.1 This lease ends –
 - 12.1.1 on the date stated in item 3 in the schedule; or
 - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
 - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
 - 12.2.1 the lessee has repudiated this lease; or
 - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
 - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
 - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
 - 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
 - 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.
- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
 - 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
 - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
 - clause 4;
 - clauses 5.4 to 5.21 inclusive; and
 - clause 6.2 unless consent has previously been given;
 - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
 - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include –
 - 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
 - 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoings);
 - 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
 - 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
 - 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
 - 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).

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- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
 - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the lessee abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
 - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
 - 16.5.1 the terminating date of this lease;
 - 16.5.2 the expiry date of any holding over under this lease; and
 - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 SECURITY DEPOSIT

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
 - 17.4.1 the terminating date of this lease;
 - 17.4.2 the expiry date of any holding over under this lease; and
 - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

CLAUSE 18 STRATA CONVERSION

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.

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- 18.2 "Strata Acts" means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles
- 18.4.1 Lessee consents to registration of strata plan
- 18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval will not be unreasonably withheld.
- 18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.2 Compliance with the Strata Acts and by-laws:
- 18.4.2.1 **(Covenant):** The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under the provisions elsewhere contained in this lease.
- 18.4.2.2 **Not to prejudice interests of owners corporation.** Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:
- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
 - invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.
- 18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:
- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
 - pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
 - pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.
- 18.4.2.4 **(Indemnity):** The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor will prepare this lease for you.

If you are a lessee, a solicitor can advise you about it.

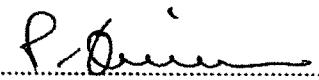
1. This document creates legal rights and legal obligations.
2. Failure to register a lease can have serious consequences.
3. If an option for renewal is not exercised at the right time it will be lost.
4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.

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I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.



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Solicitor for the lessor

Planning certificate

Section 10.7 (2) and (5)

We have prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*.

Applicant details

TONKIN DRYSDALE PARTNERS
79 BLACKWALL ROAD
WOY WOY NSW 2256

Your reference PTQ:JR:2240220

Certificate details

Certificate no.	PL2024/01688	Fee	
Date issued	15 February 2024	Urgency fee	N/A
Receipt no	D004997094		

Property information

Property ID	323117	Land ID	323117
Legal description	LOT 27 SP 52444		
Address	27/15 KILDARE ROAD BLACKTOWN NSW 2148		
County	CUMBERLAND	Parish	PROSPECT

Within this certificate, we have included references to websites where you may find additional information. If you still require assistance on any matter covered by this certificate, please contact us on 02 5300 6000 or at s10.7certificates@blacktown.nsw.gov.au

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

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Notice on the NSW Government's review of State Environmental Planning Policies

This note only applies to land affected by one or more of the following State Environmental Planning Policies (SEPPs), which were repealed on 1 March 2022.

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy (State Significant Precincts) 2005
- Sydney Regional Environmental Plan No 30—St Marys
- State Environmental Planning Policy (Western Sydney Parklands) 2009
- State Environmental Planning Policy (Western Sydney Employment Area) 2009
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

From 1 March 2022, the following State Environmental Planning Policies apply as follows:

- State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:
 - Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.
- State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:
 - Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Sydney Regional Environmental Plan No 30—St Marys applied.
 - State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.
 - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.
- State Environmental Planning Policy (Industry and Employment) 2021 applies where:
 - State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.

Any reference to repealed SEPPs listed above in this Certificate means either of the SEPPs identified above.

Note that the content of the repealed SEPPs has been transferred and has not changed.



Employment Land Zones Reforms

From 26 April 2023, *State Environmental Planning Policy Amendment (Land Use Zones) 2022 (829)* applies.

Employment zones commence for land that is affected by Blacktown Local Environmental Plan 2015 on 26 April 2023.

From 26 April 2023, in a document (other than a State Environmental Planning Policy) a reference to a former zone under an environmental planning instrument is taken to include a reference to a new zone under the environmental planning instrument.

To determine the new zone for previously zoned Business and Industrial zoned land please refer to the published equivalent zones tables. <https://www.planning.nsw.gov.au/-/media/Files/DPE/Plans-and-policies/Policy-and-legislation/Planning-reforms/equivalent-zones-tables-per-lep.pdf?la=en>

The Department of Planning and Environment is currently reviewing the translation of employment zones for land that is zoned under a State Environmental Planning Policy.

Section 10.7 (2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

The following environmental planning instruments apply to the carrying out of development on the land:

Blacktown Local Environmental Plan 2015 applies to the subject land.

Attachment 1 contains a list of State Environmental Planning Policies that **may** apply to the carrying out of development on the subject land.

1.2 Development control plans

The following development control plans apply to the carrying out of development on the land:

Blacktown Development Control Plan 2015 applies to the subject land.

1.3 Proposed environmental planning instruments

The following proposed environmental planning instruments apply to the carrying out of development on the land. They are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*:

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For more information refer to <https://www.planningportal.nsw.gov.au/draftplans>.

- State Environmental Planning Policy (Sustainable Buildings) 2022

On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.

- Review of Clause 4.6

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then State Environmental Planning Policy (State and Regional Development)

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.



- **Amendment to the then Infrastructure State Environmental Planning Policy**
The then NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.
- **Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006**
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.
- **Proposed State Environmental Planning Policy (Environment)**
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

1.4 Proposed development control plans

There are no proposed development control plans which apply to the carrying out of development on the land.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

The following is the name(s) of the zone(s) under the environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:



Zone E2 Commercial Centre

1 Objectives of zone

- *To strengthen the role of the commercial centre as the centre of business, retail, community and cultural activity.*
- *To encourage investment in commercial development that generates employment opportunities and economic growth.*
- *To encourage development that has a high level of accessibility and amenity, particularly for pedestrians.*
- *To enable residential development only if it is consistent with the Council's strategic planning for residential development in the area.*
- *To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.*

2 Permitted without consent

Nil

3 Permitted with consent

Amusement centres; Artisan food and drink industries; Backpackers' accommodation; Bee keeping; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Heliports; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Mortuaries; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Restricted premises; Tank-based aquaculture; Vehicle repair stations; Veterinary hospitals; Water reticulation systems; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home-based child care; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Residential accommodation; Resource recovery facilities; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies

2.2 Zoning under draft Environmental Planning Instruments

The following is the name(s) of the zone(s) under the draft environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):



- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

There is no zoning proposed under a draft environmental planning instruments that applies to the land

2.3 Additional permitted uses

The following outlines whether any additional permitted uses apply to the land:

Additional permitted uses may apply to the subject land in line with the following table. Note that section 1.1 of this Planning Certificate outlines if any of the below environmental planning instruments apply.

For more information, please refer to the relevant environmental planning instruments on the NSW Legislation website <https://legislation.nsw.gov.au/>.

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan.
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.



2.4 Minimum land dimensions for the erection of a dwelling house

The following outlines whether development standards apply to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

There are no minimum land dimensions for the erection of a dwelling house that apply to land under Blacktown Local Environmental Plan 2015. Dwelling outcomes are controlled by other mechanisms. Refer to Blacktown Local Environmental Plan 2015 for relevant development standards for minimum subdivision lot size, and Blacktown Development Control Plan 2015 for relevant development controls that apply.

The minimum land dimensions for the erection of a dwelling house located in the Sydney region growth centres and affected by State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is found in Part 4, Principal development standards of the relevant appendix.

For land affected by Chapter 6 St Marys of State Environmental Planning Policy (Precincts – Western Parkland City) 2021, the minimum land dimensions for a dwelling house are controlled by the St Marys Eastern Precinct and Ropes Creek Precinct Plans.

For more information, please access the relevant environmental planning instrument listed above at the NSW Legislation website: <https://legislation.nsw.gov.au/>

2.5 Biodiversity

The following outlines where the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Refer to the Department of Planning and Environment's online tool, which outlines if the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. The tool is located at:

<https://www.lmbc.nsw.gov.au/Maps/index.html?viewer=BOSETMap>

2.6 Conservation area

The following outlines whether the land is in a conservation area:

- a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:
- Bushland surrounding Prospect Reservoir, Prospect
 - Plumpton Park, Plumpton
 - Nurragingy Reserve, in Doonside/Rooty Hill/Glendenning
 - Doctor Charles McKay Reserve, Mount Druitt
 - Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
 - Shanes Park woodland
 - Wianamatta Regional Park, Ropes Crossing
 - Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street



- Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.
- b) The Cumberland Plain Conservation Plan may apply to the site. Under the plan, there is land that is specified as 'certified urban capable land' where certain controls apply. There is also land specified as 'certified major transport corridor'.

The areas where the plan applies are:

- for 'certified urban capable land', certain land in the suburbs of Mount Druitt and Rooty Hill.
- for 'certified major transport corridors', the future Westlink M7 extension corridor generally to the north of Hassall Grove, Bidwill, Shalvey and Willmot, and through the Wianamatta Regional Park to the west of Ropes Crossing.

More information on land is affected by the Cumberland Plain Conservation Plan can be found on the Department of Planning and Environment website:

<https://www.planning.nsw.gov.au/Policy-and-Legislation/Strategic-conservation-planning/Cumberland-Plain-Conservation-Plan/Planning-controls>

The Cumberland Plain Conservation Plan spatial viewer that visually shows the affected areas is also available online at:

https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View

2.7 Heritage

The following outlines where an item of environmental heritage, or proposed environmental heritage item, is located on the land:

The subject land is not affected by an item of environmental heritage or a proposed environmental heritage item.

3. Contributions plans

3.1 Contribution plans

The following outlines the name of each contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 1 applying to the land:

Contributions Plan No. 19 - Blacktown Growth Precinct applies to the subject land.
Contributions Plan No. 3 - Open Space in Established Residential Areas applies to the subject land.

3.2 Draft contributions plans

The following outlines the name of each draft contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

Refer to Contributions plans section above to determine if any draft contributions apply.



3.3 Special contributions

The following outlines if the land is in a special contributions area under the *Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

The land may be in a Special Contribution Area as described below.

Land in the Growth Centres that are zoned under State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021, as specified in section 1.1 of this Planning Certificate, is in a Special Contribution Area, and will incur a Special Infrastructure Contribution.

You can find the map and other relevant information on the Special Contribution Area on the Department of Planning and Environment's website:

<https://www.planning.nsw.gov.au/Plans-for-your-area/Infrastructure-funding/Special-Infrastructure-Contributions/Western-Sydney-Growth-Area-SIC>

An interactive map is on the ePlanning Spatial Viewer under Layers > Development Control > Special Infrastructure Contributions at:

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>

4. Complying development

4.1 Where complying development codes apply

The following outlines if the land is land on which complying development may be carried out under each of the development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if complying development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, available at:
www.legislation.nsw.gov.au

4.2 Variations to complying development codes

The following outlines if the complying development codes are varied under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The complying development codes are not varied for the subject land under Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.



5. Exempt development

5.1 Where exempt development codes apply

The following outlines if the land is on land on which exempt development may be carried out under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if exempt development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 available at: www.legislation.nsw.gov.au

5.2 Variations to exempt development codes

The following outlines if the exempt development codes are varied, under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The exempt development codes are not varied for the subject land under Schedule 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

The following outlines if Council is aware of any affected building notice in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building notice in force for the subject land.

6.2 Affected building rectification order in force

The following outlines if Council is aware of any affected building product rectification order in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building product rectification order in force for the subject land.

6.3 Affected building rectification order – notice of intent

The following outlines if Council is aware of any outstanding notice of intention to make a building product rectification order for the subject land:

As at the date of this Planning Certificate, Council is not aware of any outstanding notice of intention to make a building product rectification order for the subject land.



7. Land reserved for acquisition

7.1 Current provisions

The following outlines whether an environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

The land may be reserved for acquisition by an authority of the state. It is reserved where it is located on the Land Reservation Acquisition map. This is an interactive map and can be found on the ePlanning Spatial Viewer under Layers > Principal Planning Layers > Land Reservation Acquisition Map at: <https://www.planningportal.nsw.gov.au/spatialviewer/#!/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

There are also Land reservation acquisition maps under each of the following environmental planning instruments, which can be accessed on the NSW Legislation website at: <https://legislation.nsw.gov.au/>

- Blacktown Local Environmental Plan 2015
- State Environmental Planning Policy (Precincts—Central River City) 2021
- State Environmental Planning Policy (Precincts—Western Parkland City) 2021
- State Environmental Planning Policy (Industry and Employment) 2021 (but only where the site is in the Western Sydney employment area, as specified in Chapter 2).

Note that section 1.1 of this Planning Certificate outlines if any of the above environmental planning instruments apply.

7.2 Draft provisions

The following outlines whether a draft environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

A draft environmental planning instrument referred to in section 1 of this certificate may make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

The following outlines whether the land is affected by road widening or road realignment.

8.1 The Roads Act 1993 Part 3 Division 2

The subject land is not affected by road widening or road realignment under the Roads Act 1993 Part 3 Division 2.



8.2 An environmental planning instrument

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

8.3 A resolution of the Council

The subject land is not affected by road widening or road realignment under any resolution of the Council.

9. Flood related development controls

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

Yes/No

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

Yes/No

9.3 The flooding precincts are shown on Maps online, within the layer titled "Flooding Precincts".

A link to this map can be found here: <https://www.blacktown.nsw.gov.au/Plan-build/Stage-2-plans-and-guidelines/Online-planning-tools/BLEP-2015-Maps-online>

They are based on results of engineering flood studies commissioned by Council or other government authorities. The information provided in this section is general advice based on results of engineering flood studies commissioned by Council or other government authorities. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

10. Council and other public authority policies on hazard risk restrictions

The following outlines whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

10.1 Land slip

Council does not have an adopted policy that restricts the development of the land because of the likelihood of land slip.

10.2 Bush fire

Council does not have an adopted policy that restricts the development of the land because of the likelihood of bush fire.

The Rural Fire Services' 'Planning for Bush Fire Protection 2019' provides development standards for designing and building on bush fire prone land in New South Wales. The document is available on the Rural Fire Service's website at:

<https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection>



It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to bush fire that are to be considered, where applicable.

10.3 Tidal inundation

Council does not have an adopted policy that restricts the development of the land because of the likelihood of tidal inundation.

10.4 Subsidence

Council does not have an adopted policy that restricts the development of the land because of the likelihood of subsidence.

10.5 Acid sulfate soils

Council does not have an adopted policy that restricts the development of the land because of the likelihood of acid sulfate soils.

10.6 Contamination

Council does not have an adopted policy that restricts the development of the land because of the likelihood of contamination.

Chapter 4, Remediation of land of the State Environmental Planning Policy (Resilience and Hazards) 2021 sets out provisions in relation to contamination. The document is available on the NSW Legislation website at: <https://legislation.nsw.gov.au/>.

Contaminated land planning guidelines are also available on the Environment Protection Authority's (EPA) website at <https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/clm/managing-contaminated-land-guidelines-remediation.pdf>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to contamination that are to be considered, where applicable.

10.7 Aircraft noise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of aircraft noise.

10.8 Salinity

Council does not have an adopted policy that restricts the development of the land because of the likelihood of salinity.

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to salinity.

10.9 Coastal hazards

Council does not have an adopted policy that restricts the development of the land because of the likelihood of coastal hazards.



10.10 Sea level rise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of sea level rise.

10.11 Other risks

Council has adopted an Asbestos Policy which may restrict development on the subject land. The Asbestos policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. The policy is available on Council's website: www.blacktown.nsw.gov.au

The Policy should be considered in the context of any other relevant NSW legislation and guidelines.

11. Bushfire prone land

The following outlines if any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*:

The subject land is identified on Council's Bush Fire Prone Land Map as being clear of any bushfire prone land.

12. Loose-fill asbestos insulation

The following outlines if the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division:

As at the date of this Planning Certificate, the land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading on 13 32 20 or visit the website for more information at <https://www.fairtrading.nsw.gov.au/>

13. Mine subsidence

The land is not in an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. Paper subdivision information

14.1 Development plan adopted

The following outlines whether a development plan has been adopted by a relevant authority that applies to the land:

The land is not subject to a development plan adopted by a relevant authority.



14.2 Development plan adopted – subject to ballot

The following outlines whether a development plan has been adopted by a relevant authority that is proposed to be subject to a ballot, and if so, the name of the plan:

The land is not subject to a development plan that has been adopted by a relevant authority that is proposed to be subject to a ballot.

14.3 Subdivision order

The following outlines if a subdivision order applies to the land, and if so, the date of the subdivision order:

The land is not subject to a subdivision order.

15. Property vegetation plans

There is no land in the local government area that is subject to an approved Property vegetation plan, which is in force under the Part 4 of the *Native Vegetation Act 2003*.

16. Biodiversity stewardship sites

The following outlines if the land is subject to a Biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*:

Council has not been notified that the land is subject to a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*.

17. Biodiversity certified land

The following outlines if the land is biodiversity certified land under the Part 8 of the *Biodiversity Conservation Act 2016*.

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

Council has not been notified that the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*.



18. Orders under Trees (Disputes Between Neighbours) Act 2006

The following outlines whether Council has been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land:

Council has not been notified of an order under the Act in respect of tree(s) on the land.
Council has not verified whether any order has been made of which it has not been notified.
The applicant should make its own enquiries in this regard if this is a matter of concern.

Trees (Disputes Between Neighbours) Act 2006 decisions by local government area can be found on the Land and Environment Court of New South Wales website at:

<https://www.lec.nsw.gov.au/lec/types-of-cases/class-2---tree-disputes-and-local-government-appeals/development-application-appeals/helpful-materials/merit-decisions-by-local-government-areas.html>

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

According to Council's records the owner (or previous owner) of the land **has not** consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 496B of the *Local Government Act 1993*).

20. Western Sydney Aerotropolis

The following outlines if, whether under Chapter 4 of the State Environmental Planning Policy (Precincts—Western Parkland City) 2021, the land is:

20.1 In a contour of 20 or greater, as shown on the Noise exposure contour map or Noise exposure forecast contour map

This does not apply to any land in the Blacktown local government area.

20.2 On the Lighting intensity and Wind shear map

This does not apply to any land in the Blacktown local government area.

20.3 On the Obstacle limitation surface map

The land may be shown on the Obstacle limitation surface map. This applies to some areas in the suburbs of Prospect (around Prospect Reservoir), Eastern Creek, Minchinbury, and small areas of Bungaribee and Mount Druitt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website:

<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021>

20.4 On the Public safety area map:

This does not apply to any land in the Blacktown local government area.



20.5 In the '3 kilometre' or '13 kilometre' wildlife buffer zone on the Wildlife buffer zone map:

The 3 kilometre wildlife buffer zone does not apply to any land in the Blacktown local government area.

The land may be in the '13 kilometre wildlife buffer zone' on the Wildlife buffer zone map. This applies primarily to some industrial areas of Eastern Creek and some parts of Minchinbury and Mount Druitt.

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

21. Development consent conditions for seniors housing

The following outlines whether or not Chapter 3, Part 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of that policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of seniors housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

22. Site compatibility certificates and development consent conditions for affordable rental housing

22.1 Site compatibility certificate

The following outlines whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land, and if so, the period for which the certificate is current. Note that a copy may be obtained from the Department of Planning and Environment where this applies. For more information, visit the planning portal at: <https://pp.planningportal.nsw.gov.au/SCC>

A site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land, has not been issued.



22.2 SEPP Housing - conditions of consent

The following outlines if Chapter 2, Part 2, Division 1 or 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of that Policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

22.3 SEPP Affordable rental housing - conditions of consent

The following outlines if there are any conditions of a development consent in relation to land that are of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, and if so, the conditions:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

23. Matters under the Contaminated Land Management Act 1997, section 59(2)

23.1 Significant contamination

The following outlines if the land, or part of the land, to which this certificate relates, is significantly contaminated land at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of the land being significantly contaminated land. The NSW Environment Protection Authority's website records if the land is significantly contaminated land. For more information visit <https://www.epa.nsw.gov.au/>



23.2 Management order

The following outlines if the land to which this certificate relates is subject to a management order at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of a management order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a management order. For more information visit <https://www.epa.nsw.gov.au/>

23.3 Voluntary management proposal

The following outlines if the land is the subject of an approved voluntary management proposal at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of an approved voluntary management proposal applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a voluntary management proposal. For more information visit <https://www.epa.nsw.gov.au/>

23.4 Maintenance order

The following outlines if the land to which the certificate relates is subject to an ongoing maintenance order:

As at the date of this Planning Certificate, Council is not aware of an ongoing maintenance order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to an ongoing maintenance order. For more information visit <https://www.epa.nsw.gov.au/>

23.5 Site audit statement

The following outlines if the land to which the certificate relates is the subject of a site audit statement, and if a copy of such a statement has been provided at any time to Council:

- Council's records are currently incomplete in relation to this matter.
- If Council holds a copy of a Site Audit Statement (SAS) applying to the land, it will be found in the documents lodged with a development application for the land. If required, a copy of SAS related development application documents can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.



Section 10.7(5)

The following information is provided under Section 10.7(5) of the *Environmental Planning & Assessment Act 1979*. As per section 10.7(6) of the Act, Council shall not incur any liability in respect of any advice provided in good faith under section 10.7(5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

1. Planning instruments and covenants

The provisions of any covenant, agreement or instrument applying to this land that restrict or prohibit certain development may be inconsistent with the provisions of an environmental planning instrument. In such cases, the provisions of any such covenant, agreement or instrument may be overridden.

2. Loose-filled asbestos insulation

Some residential homes located in the Blacktown local government area may potentially contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For more information contact NSW Fair Trading at: <https://www.fairtrading.nsw.gov.au/contact-us>

3. Asbestos containing materials

Older residential homes located in the Blacktown local government area may potentially be constructed with asbestos containing material, for example in the eaves, bathroom walls or external walls. Asbestos containing materials were phased out in the 1980s, but a total ban was not in effective until December 2003. NSW Government asbestos finder (<https://www.asbestos.nsw.gov.au/asbestos-locations>) has a database to assist in finding areas where asbestos containing materials have been used.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 2003, Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether asbestos containing material is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For more information contact SafeWork NSW at: <https://www.safework.nsw.gov.au/contact-us>



Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 1.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land.

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

- enable development of diverse housing types, including purpose-built rental housing
- encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability
- ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

Note that General savings provisions apply for the repealed instruments in line with Schedule 7 Savings and transitional provisions of the policy.

State Environmental Planning Policy (Building Sustainability Index (BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout NSW by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

On 29 August 2022, the Department of Planning and Environment announced changes to the BASIX standards as part of the new State Environmental Planning Policy (Sustainable Buildings) 2022, which will come into effect on 1 October 2023.

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

This policy is also known as the Codes SEPP and includes a number of codes that allow for certain types of development to be undertaken without the need for Council approval. They are known as either Exempt development or Complying development, which allows for approval under a fast-track system, if the relevant standards are met.

State Environmental Planning Policy No 65 - Design Quality of Apartments

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to Council on the merit of residential flat developments. A design review panel is not mandatory.



State Environmental Planning Policy (Biodiversity and Conservation) 2021

This policy contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application
- the land use planning and assessment framework for koala habitat
- provisions that establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray
- provisions seeking to protect and preserve bushland within public open space zones and reservations
- provisions which aim to prohibit canal estate development
- provisions to support the water quality objectives for the Sydney drinking water catchment
- provisions to protect the environment of the Hawkesbury-Nepean River system
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Industry and Employment) 2021

This policy contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Planning Systems) 2021

This policy:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Primary Production) 2021

This policy contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.



State Environmental Planning Policy (Precincts - Central River City) 2021

This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Central River City. The Central River City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Western Parkland City.

The Western Parkland City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Resilience and Hazards) 2021

This policy contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the *Coastal Management Act 2016*
- to manage hazardous and offensive development
- that provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Resources and Energy) 2021

This policy contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW
- that aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area. It identifies land that contains extractive material of regional significance.

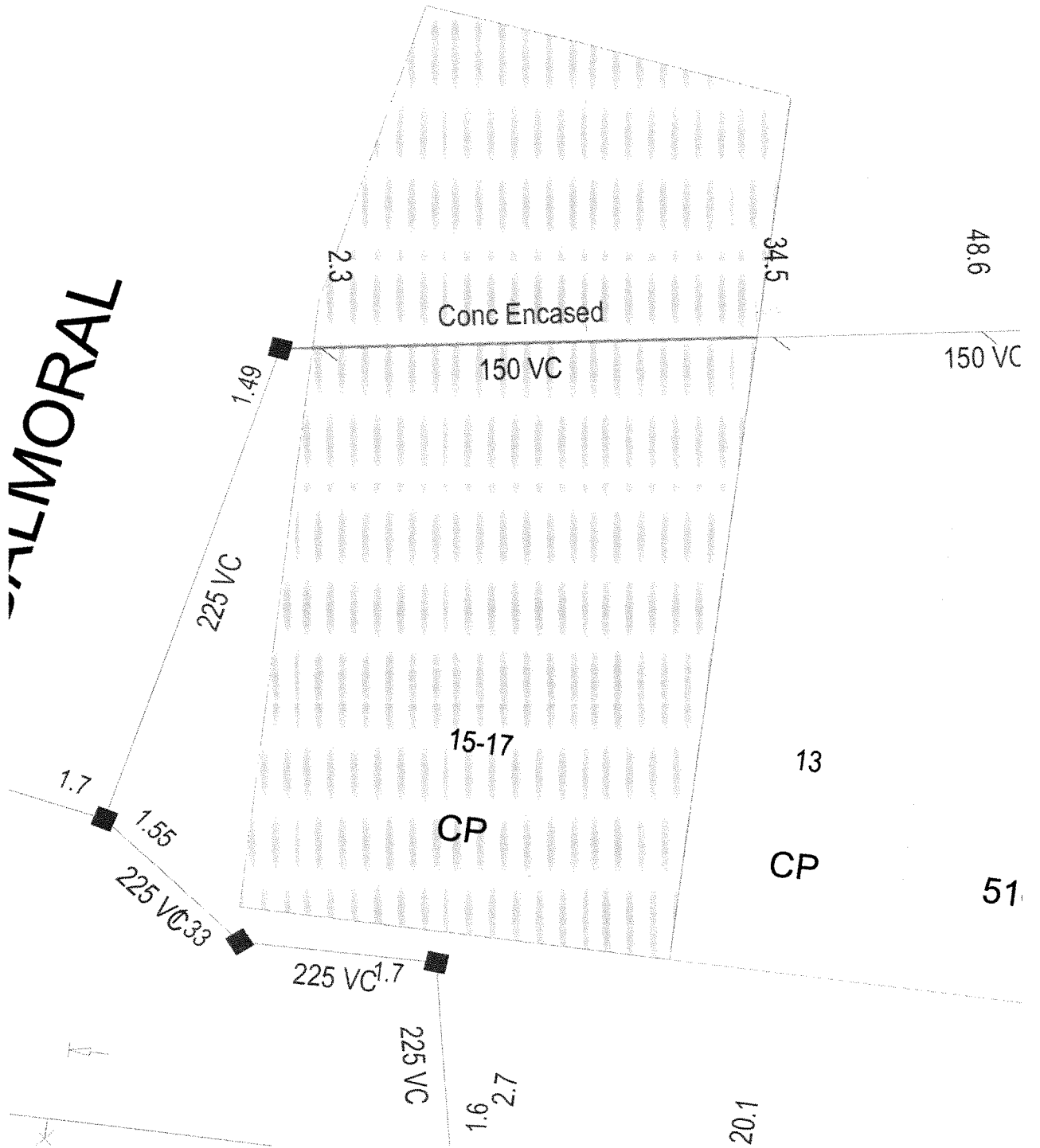
State Environmental Planning Policy (Transport and Infrastructure) 2021

This policy contains:

- planning provisions for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery
- planning provisions for child-care centres, schools, TAFEs and universities
- planning controls and reserves land for the protection of 3 transport corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line)
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of certificate

Service Location Print
Application Number: 8003142740



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

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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)

Disclaimer

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Sewer Service Diagram

Application Number: 8003142731

