

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>PRD Penrith Real Estate</b> Level 1/27 Lawson Street Penrith NSW 2750 Email: darren@prd.net.au	Phone: 0414 620 532 Ref: Darren Latty
co-agent		
vendor	<b>CPD Penrith Derby Pty Ltd ACN 650 759 765</b> Level 1, Suite 1, 181 Macquarie Street, Parramatta NSW 2150	
vendor's solicitor	<b>Gavel &amp; Page Lawyers</b> The Pottery, Shop 7, 11 Mashman Avenue, Kingsgrove NSW 2208 PO_BOX 425, Kingsgrove NSW 1480 Email: krysten@gavelpage.com.au	Phone: 02 9150 0414 Fax: 02 9150 0371 Ref: KD:018488
date for completion	<b>See special condition 32.1 (clause 15)</b>	
land (address, plan details and title reference)	_____/115-119 Derby Street, Penrith NSW 2750 - Unregistered plan: Lot __ in unregistered strata plan (copy attached) which is a strata subdivision of the "Land" as defined in the Special Conditions attached to the Contract	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input 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 checked="" type="checkbox"/> other: See Annexure C			
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

VENDOR	PURCHASER																
<p><b>Signed by</b></p>    <p>_____</p> <p>Vendor</p>    <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>    <p>_____</p> <p>Purchaser</p>    <p>_____</p> <p>Purchaser</p>																
VENDOR (COMPANY)	PURCHASER (COMPANY)																
<p><b>Signed</b> by CPD Penrith Derby Pty Ltd ACN 650 759 765 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>    <table border="0"> <tr> <td data-bbox="97 1279 424 1308">_____ Signature of authorised person</td> <td data-bbox="459 1279 770 1308">_____ Signature of authorised person</td> </tr> <tr> <td data-bbox="97 1330 424 1359">James Harb</td> <td data-bbox="459 1330 770 1359">Elie Ayoub</td> </tr> <tr> <td data-bbox="97 1359 424 1388">_____ Name of authorised person</td> <td data-bbox="459 1359 770 1388">_____ Name of authorised person</td> </tr> <tr> <td data-bbox="97 1411 424 1440">_____ Director</td> <td data-bbox="459 1411 770 1440">_____ Director</td> </tr> <tr> <td data-bbox="97 1440 424 1469">_____ Office held</td> <td data-bbox="459 1440 770 1469">_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	James Harb	Elie Ayoub	_____ Name of authorised person	_____ Name of authorised person	_____ Director	_____ Director	_____ Office held	_____ Office held	<p><b>Signed</b> by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>    <table border="0"> <tr> <td data-bbox="798 1279 1125 1308">_____ Signature of authorised person</td> <td data-bbox="1160 1279 1471 1308">_____ Signature of authorised person</td> </tr> <tr> <td data-bbox="798 1359 1125 1388">_____ Name of authorised person</td> <td data-bbox="1160 1359 1471 1388">_____ Name of authorised person</td> </tr> <tr> <td data-bbox="798 1440 1125 1469">_____ Office held</td> <td data-bbox="1160 1440 1471 1469">_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held																

### Choices

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

NO  yes

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

PEXA

**Manual transaction** (clause 30)

NO  yes

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

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

NO  yes (if yes, vendor must provide details)

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

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

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

Supplier's name: CPD Penrith Derby Pty Ltd

Supplier's ABN: 53 650 759 765

Supplier's GST branch number (if applicable):

Supplier's business address: Level 1, Suite 1, 181 Macquarie Street, Parramatta NSW 2150

Supplier's representative: Gavel and Page Lawyers

Supplier's contact phone number: c/- 02 9150 0414

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): \$7% of the Price

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input checked="" type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document 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 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 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	<input type="checkbox"/> 33 property certificate for strata common property <input 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 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 off-the-plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p><b>Other</b></p> <input type="checkbox"/> 60
<p><b>Swimming Pools Act 1992</b></p> <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	

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

TBA

**SECTION 66W CERTIFICATE**

I,  
of \_\_\_\_\_,  
certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales.
  
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at \_\_\_\_\_/115-119 Derby Street, Penrith NSW 2750, from **CPD Penrith Derby Pty Ltd ACN 650 759 765** to \_\_\_\_\_ in order that there is no cooling off period in relation to that Contract.
  
3. I do not act for **CPD Penrith Derby Pty Ltd ACN 650 759 765** and am not employed in the legal practice of a solicitor acting for **CPD Penrith Derby Pty Ltd ACN 650 759 765** nor am I a member or employee of a firm of which a Solicitor acting for **CPD Penrith Derby Pty Ltd ACN 650 759 765** is a member or employee.
  
4. I have explained \_\_\_\_\_ to \_\_\_\_\_ :
  - (a) The effect of the Contract for the purchase of that property;
  - (b) The nature of this Certificate; and
  - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: \_\_\_\_\_

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**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</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 *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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.

1715-1719 Derby Street Penrith NSW 2150

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## SPECIAL CONDITIONS

THESE SPECIAL CONDITIONS FORM PART OF THE CONTRACT FOR THE SALE OF LAND BETWEEN THE VENDOR AND THE PURCHASER AS DESCRIBED ON THE FRONT PAGE OF THIS CONTRACT

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### DEFINITIONS, INTERPRETATIONS AND AMENDMENTS

#### 32 Definitions and Interpretations

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##### 32.1 Definitions

In this Contract:

**Authority** means any government, local government, semi-government, statutory private certifier, public or other authority having jurisdiction over the Land, Building Works or approval of Strata Documents including without limitation the Land and Property Information and the Council.

**Buildings** means the buildings to be constructed on the Land.

**Building Works** means the construction of the Buildings substantially in accordance with the Consent.

**Common Property** means the common property in respect of the Strata Scheme.

**Completion Date** means the date which is the latest of:

- (a) 42 days after the date of this Contract;
- (b) 21 days after the date on which the Vendor provides notice to the Purchaser that the Strata Plan has been registered together with a copy of the registered Strata Documents;  
or
- (c) 14 days after the Vendor serves on the Purchaser a copy of the Occupation Certificate.

**Consent** means any approval issued or to be issued from time to time by the Council, Land and Environment Court of New South Wales or any other Authority for the development, redevelopment or subdivision of the Land or for the construction or use of the Buildings subject to any replacement, supplement, amendment or variation to the Consent made from time to time by the Council or the Land and Environment Court of New South Wales or any other Authority. The Vendor may seek a replacement, supplement, amendment or variation to a Consent in its absolute discretion.

**Council** means Penrith City Council.

**Development Application** means the application or applications made or to be made by the Vendor to the Council for the Consent.

**Development Approval** means consent by the Council to the Development Application.

**Draft By-Law Instrument** means a document to be lodged as all or part of the initial by-laws for the Strata Scheme substantially in the form of attachment “B” subject to any alteration permitted by this Contract.

**Draft Section 88B Instrument** means a document, if any is attached to this Contract, substantially in the form of attachment “D” subject to any alterations permitted by this Contract.

**Draft Strata Plan** means a document substantially in the form of attachment “A” subject to any alteration permitted by this Contract.

**Interest Rate** means 10% per annum.

**Land** means the land described in Folio Identifiers 1/1300649 being 115 Derby Street, Penrith in the State of New South Wales, but excluding any land to be dedicated for any public purposes pursuant to any Consent.

**Legislation** means the *Conveyancing Act 1919 (NSW)* and *Conveyancing (Sale of Land) Regulation 2012 (NSW)*.

**LRS** means NSW Land Registry Services or howsoever it may be referred to at any given time.

**Major Alteration** means a difference, variation, alteration or amendment:

- (a) reducing the total floor area of the Property by more than 5% from that shown on the Draft Strata Plan;
- (b) increasing the proportion which the unit entitlement of the Property bears to the total unit entitlement of all lots in the Strata Scheme by more than 10% from that shown on the Draft Strata Plan if any is disclosed in the Draft Strata Plan; or
- (c) varying the location of the Property in relation to other lots within the Draft Strata Plan to an extent which is more than minor when compared with the location on the Draft Strata Plan, other than a change permitted by Clause 45.

**Major Defects** means a defect or fault in the Property that:

- (a) detrimentally affects the structure of the Property or the Building;
- (b) because of its nature requires urgent attention;
- (c) can cause a significant risk of harm to persons in the Property or Building; or
- (d) makes the Property uninhabitable.

**Marketing Material** means any drawings, plans, surveys, models, marketing brochure, DVD marketing material, brochure, emails, web listings, website, DLX, document or other material with respect to the Property prepared by the Vendor, the Vendor’s agent or on its behalf.

**Normal Expenses** means the normal operating expenses of the Owner’s Corporation usually payable from the administrative fund of the Owners’ Corporation or a scheme of a similar kind including without limitation insurance and regular maintenance charges.

**Occupation Certificate** means an original or a copy of an occupation certificate within the meaning of the *Environment Planning and Assessment Act 1979* (being an interim occupation certificate or a final occupation certificate).

**Owner's Corporation** means the body corporate constituted on registration of the Strata Plan.

**Prohibited Entity** means any person or entity which:

- (a) is a "terrorist organisation" as defined in Part 5.3 of the *Criminal Code Act 1995*; or
- (b) is listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the Charter of the *United Nations Act 1945* which list as at the date of this contract is available from the website of the Australian Department of Foreign Affairs and Trade or such other person or entity or any other list of terrorist or terrorist organisations maintained pursuant to the rules and regulations of the Australian Department of Foreign Affairs and Trade or pursuant to any other Australian legislation and which is available in the public domain.

**Property** means the lots/s described on the front page of this Contract and includes any interest in the common property constituted by the registration of the Strata Plan.

**Related Body Corporate** has the same meaning it has in the *Corporations Act 2001* (Cth).

**Section 4.55 Modifications** means any application or applications made or to be made by the Vendor to the Council to obtain consent to modify or vary the Consent.

**Schedule of Finishes** means the document entitled "Schedule of Finishes" which is attachment "C" subject to any alteration permitted by this Contract.

**Special Expenses** in relation to the Owners Corporation means its actual, contingent or expected expenses, except to the extent that are:

- (a) Normal Expenses;
- (b) due to fair wear and tear;
- (c) covered by a contribution levied before the relevant date;
- (d) in respect of future renewals and replacement which would usually be the subject of contributions to the sinking fund, or
- (e) disclosed in this Contract.

**Standard Form 2022 Edition** is the conditions of sale of the Standard Form of Contract for the Sale of Land – 2022 Edition.

**Strata Documents** means:

- (a) the Draft Strata Plan;
- (b) the Draft By-Law Instrument; and

(c) at the option of the Vendor, the Draft Section 88B Instrument.

**Strata Plan** means the Draft Strata Plan as is in time registered in respect of the Land.

**Strata Scheme** means the Strata Scheme created upon registration of the Draft Strata Plan at the Land and Property Management Authority.

**Sunset Date** means 31 December 2026.

**Unforeseen Event** means one or more of the following:

- (a) weather sufficiently inclement to hinder normal building activities from being carried out;
- (b) loss or damage by fire, fusion, explosion, smoke, flood, earthquake, lightning, storm, tempest, theft, impact by vehicles, sprinkler leakage, environmental hazard, water damage, damage by aircraft or articles dropped from the air, civil commotion, terrorist attack, or any like cause;
- (c) riots, malicious damage, disputes between employers and employees, strikes, lockouts or industrial disputes;
- (d) any prohibition or embargo imposed by any laws;
- (e) any delay by any Authority in giving any approval or consent or in carrying out any inspection of the Building Works **PROVIDED THAT** the Vendor has taken or its builder is obliged to take all reasonable steps to obtain such approval consent or inspection;
- (f) any delay in the manufacture, supply or delivery to the Vendor or its builder on the Land of any building materials plant or equipment required for carrying out of the Building Works to the extent that such delays arise from circumstances beyond the immediate control of the Vendor;
- (g) union or special interest group bans or blockages or damage to the Buildings or the Building Works;
- (h) variations to, or restrictions on the Building Works in respect of the Buildings (required by any law or authority or necessitated by an alteration to the Buildings);
- (i) action by the Purchaser or any licensee, invitee, agent, contractor or employee of the Purchaser;
- (j) bomb scares or other threatened violence;
- (k) vandalism or other damage not caused by the Vendor or any licensee, invitee, agent, contractor or employee of the Vendor in the ordinary conduct of the building activities on the Land;
- (l) injunction or other order or notice of any Authority;
- (m) default by the Vendor's builder; or
- (n) any other matter cause or thing beyond the control of the Vendor.

**Unit Layout Plan** is the plan attached at attachment "E".

**Vendor's Project Manager** means any project manager appointed by the Vendor from time to time.

32.2 In this Contract unless the contrary intention appears:

- (a) headings and underlining's are for convenience only and do not affect the interpretation of the Contract;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) a reference to anything includes a part of that thing;
- (e) a reference to a document includes all amendments or supplements to, or replacements or novation's of, that document;
- (f) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (g) a reference to "dollars", "A\$" or "\$" is a reference to the lawful currency of the Commonwealth of Australia;
- (h) a reference to "requisition" includes any enquiry;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;
- (k) a reference to a person includes the person's executors, administrators, successors, substitutes and permitted assigns;
- (l) a reference to time is a reference to Sydney time;
- (m) a reference to a clause means a clause of this Contract; and
- (n) a reference to an attachment means an attachment to this Contract.

32.3 If there is any inconsistency between the Special Conditions and the conditions of sale of the Standard Form 2022 Edition, the Special Conditions shall prevail.

### **33 Amendments to Standard Form 2022 Edition**

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33.1 The definition of "*settlement cheque*" in Clause 1 is amended by deleting all words after "bank".

33.2 The definition of "*work order*" in Clause 1 is amended by deleting the words "or any adjoining footpath or road".

33.3 Clause 5.2.1 is deleted and replaced with:

“if it arises out of this Contract – within 7 days after the date on which the Vendor notifies the Purchaser of the registration of the Strata Documents.”

33.4 Clause 5.2.2 is deleted and replaced with:

“if it arises out of anything served by the Vendor on the Purchaser – within 7 days after the day of that service”

33.5 Clause 7.1.1 is amended by replacing “5%” with “\$1,000.00”.

33.6 Clause 7.1.3 is amended by replacing the number “14” with the number “7”.

33.7 The following words are added at the end of Clause 7.2.6:

“and the amount held and the net interest must then be paid to the Vendor.”

33.8 Clause 8.1.1 is amended by deleting the words “on reasonable grounds”;

33.9 Clause 10.1 is amended by adding after “terminate” the words “or delay completion”.

33.10 The words “substance” and “disclosed” are replaced by “existence” and “noted” respectively in Clauses 10.1.8 and 10.1.9.

33.11 Clause 10.3 is amended by inserting the words “delay completion” after the word “requisition”;

33.12 Clause 12.1 is amended by inserting the words “(other than a building certificate)” after the word “report”;

33.13 Clause 12.2.1 is amended by inserting the words “(other than a building certificate)” after the word “certificate”;

33.14 Clause 14.2 is amended by inserting the following sentence after the word “completion”

“the amounts and figures for water consumption furnished by the relevant water rating authority even if estimated or provisional shall be conclusive for the purposes of such apportionment and adjustment”;

33.15 Clause 16.4 is amended by inserting after the word “serves” the following:

“at least 7 days before the Completion Date.”

33.16 Clause 19.2.3 is deleted.

33.17 Clause 23.13 and 23.14 are deleted.

33.18 Clause 23.5 is amended by inserting “arising from anything” before the word “disclosed”.

33.19 Clause 23.9.2 is deleted.

33.20 Clauses 14.4, 23.17, 24, 25, 26, 27, 28 and 29 are deleted.

## VENDOR DISCLOSURES

### 34 Disclosures by Vendor

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34.1 The Vendor discloses and the Purchaser agrees that:

- (a) subject to Section 66ZN of the *Conveyancing Act 1919 (NSW)*, the Vendor may amend and/or vary the Draft Strata Plan:
  - i. subject to and in accordance with Clauses 45 and 46 where the Vendor considers it appropriate; or
  - ii. subject to Clause 43, where required to obtain any consent from (or as a condition of any consent from) the Council, the Land and Environment Court or any other Authority.
- (b) without limiting any other term of this Contract, the Vendor may vary the Draft Strata Plan to consolidate or subdivide any lots (other than the property), or to alter the configuration size and number of the lots other than the Property of the Draft Strata Plan and to make changes to parking spaces, as the Vendor may elect and the Vendor may alter the number of lots (including the Property) accordingly, provided that the Vendor will not rely on this subparagraph (b) to alter the dimensions or layout of the Property sold by this Contract or to reduce the number of car spaces included in the Property.
- (c) without limiting any other term of this Contract, the Vendor may in addition vary the Strata Documents and the Draft Strata Plan to consolidate, or subdivide or alter the configuration of any lots to create a stratum subdivision, or to alter the configuration size and number of the lots other than the Property of the Draft Strata Plan including creating stratum lots, as the Vendor may elect and the Vendor may alter the number of stratum or strata lots (including the Property) accordingly, provided that the Vendor will not rely on this subparagraph (c) to alter the dimensions or layout of the Property sold by this Contract or to reduce the number of car spaces included in the Property.
- (d) the completion of this Contract is subject to the conditions precedent in Clause 43.
- (e) subject to Section 66ZN of the *Conveyancing Act 1919 (NSW)*, the Vendor may without reference to the Purchaser alter any finish specified in the Schedule of Finishes to another finish of comparable or better quality;
- (f) subject to Section 66ZN of the *Conveyancing Act 1919 (NSW)*, the Vendor may without reference to the Purchaser alter any item to be installed in the Property or the Common Property to another item of comparable or better quality;
- (g) subject to Section 66ZN of the *Conveyancing Act 1919 (NSW)*, subject to and in accordance with Clauses 44 and 45, the Vendor may in its absolute discretion alter or vary all or any of the following:
  - (i) the area, position and location of the Property from that shown on the Draft Strata Plan;

- (ii) the dimensions of the Property from that shown on the Draft Strata Plan;
  - (iii) the unit entitlement of the Property or any other lot or the total unit entitlement of all lots comprised in the Strata Scheme from those shown on the Draft Strata Plan, if any is disclosed in the Draft Strata Plan;
  - (iv) the Draft Strata Plan;
  - (v) the Draft Section 88B Instrument;
  - (vi) the Draft By-Law Instrument; or
  - (vii) any other document attached to this Contract.
- (h) subject to Section 66ZM of the *Conveyancing Act 1919* (NSW), the Vendor may also subject to Clause 45 make alterations to the Strata Documents or Draft Section 88B Instrument which the Vendor considers may be required as a condition of any consent or direction by the Council, the Land and Environment Court of New South Wales or any other Authority, or for the purposes of registration. The Vendor may also complete blanks and gaps including, but not limited to, lot and plan numbers;
- (i) at the time of preparation of this Contract:
- (i) there have not been created all the easements, leases, restrictions on use and positive covenants;
  - (ii) there have not been entered into all agreements and arrangements including the provision of any bonds, guarantees or security deposits;
  - (iii) there have not been granted all the rights and privileges; and
  - (iv) there have not been concluded all the arrangements with service providers for the provision of services to the Property, which the Vendor may consider it necessary or desirable for the Owner's Corporation or Vendor to create, enter into, grant or dedicate prior to completion.
- The Vendor may effect the creation of such easements, leases, restrictions on use or positive covenants, enter into agreements and arrangements and grant rights and privileges in accordance with Clause 48. The Purchaser acknowledges that the Vendor may be required to procure the Owners Corporation to enter into arrangements with service providers for the provision of services to the Property or assume obligations under agreements in relation to those arrangements (between the Vendor and service providers).
- (j) an electricity substation may be constructed on the Land and/or within any of the Buildings and a lease or easement may be granted to Energy Australia (or the relevant electricity authority) by the Vendor or the Owner's Corporation for the purposes of an electricity substation ("the Lease or Easement"). Energy Australia may lodge a caveat on the title to the Land to protect this interest pending registration of that easement. The Purchaser shall not be entitled to make any objection, requisition, claim or delay completion of or rescind or terminate this Contract as a result of, or in relation to or arising out of the disclosures in this Clause 34(j).

- (k) the Vendor may at any time change the name of the Building to any other name and if any such name is changed by the Vendor and notified to the Purchaser it will be deemed changed throughout this Contract.
- (l) the Vendor may relocate the car spaces, and storage areas, and create additional, or reduce car spaces and storage areas and register restrictions as to user on the title to car spaces and storage areas in accordance with Clauses 34.1(l) or 46;
- (m) the Vendor may after completion carry out or complete or rectify the Building Works and other fit out works anywhere on the Land (except that after completion the Purchaser's consent is required to carry out work in the Property other than the rectification of defects notified by the Purchaser under Clause 40.1). The Purchaser may not make any objection, requisition or claim, delay completion or rescind or terminate this Contract because the Vendor will be carrying such works after the date of completion of this Contract; or make any claim for damages from the Vendor or its contractors or agents or seek to restrain the Vendor or its contractors or agents in respect of such works;
- (n) subject to Section 66ZN of the *Conveyancing Act 1919* (NSW), the Vendor may register other restrictions on the title to the Common Property or Property as may be required under or for a Consent to the Draft Strata Plan.
- (o) the Vendor in its absolute discretion may change the external colours of the Buildings.
- (p) the unit entitlements will be calculated on the basis that (and reflect the intent that) lots with the benefit of a lift which is part of the common property should bear a higher proportion of levies if all other attributes are equal;
- (q) the Purchaser agrees that the allocation of unit entitlements in the Strata Plan is fair and equitable;
- (r) where a lift is wholly contained within a lot, the owner of the lot rather than the Owners Corporation will be responsible for repair and maintenance of the lift;
- (s) the folio of the register for the Common Property at LPI NSW may be subject to notations including as to:
  - (i) those matters (other than leases) noted on the Folio Identifiers for the Land, attached to this Contract;
  - (ii) those new dedications, easements, variations to easements, restrictions on use, positive covenants and other possible dealings, plans, strata scheme provisions and instruments as are mentioned either specifically or in general terms in this Contract;
  - (iii) a limitation as to stratum;
  - (iv) easements affecting or appurtenant to the Property and the Common Property;
  - (v) by-laws registered under the *Strata Schemes Management Act 2015* (NSW) (as permitted by this Contract);

- (vi) any easements restrictions as to user or positive covenants created by registration of the Draft Strata Plan or Draft Section 88B Instrument or as generally contemplated or permitted by this Contract; or
  - (vii) the Strata Documents or any of their contents.
- (t) the folio of the register for the Common Property at LPI NSW may also be subject to a note as to any or all of the interests recorded on the folio of the register for the Common Property;
  - (u) no sub-paragraph of this Clause 34.1 limits any other sub-paragraph or the Vendor's other legal rights. It is not intended to be an exhaustive list of matters which may be relevant to a purchaser;
  - (v) the Owners Corporation may enter or be bound by appointments of strata managers or building managers for the Owners Corporation, provided those appointments can be terminated on no more than 6 months' notice given no earlier than 18 months after registration of the Strata Documents, or earlier if required by law;
  - (w) the Vendor may in its absolute discretion add or vary exclusive use by-laws to go in the Draft-By-Law Instrument including to give other persons exclusive right to lifts, storage areas, air conditioning plant servicing their lot, and other areas on such terms as the Vendor thinks fit, but not so as to remove any exclusive use (if any) attaching to the Property under the Draft By-Law instrument;
  - (x) as at the Completion Date, not all the facilities to be provided in the Common Property may be complete or available for immediate use;
  - (y) The Owners Corporation will have rights of access into the Property under the *Strata Schemes Management Act 2015*, including to repair or service Common Property;
  - (z) any matter noted elsewhere in this Contract is deemed fully disclosed in this Clause 34.1.
- 34.2 Subject to any provisions of the Legislation to the contrary, except as otherwise specifically and expressly provided in this Contract the Purchaser may not make any claim or requisition, delay completion, rescind or terminate because of any matter noted in this Clause 34. The Purchaser takes title subject to those matters.
- 34.3 Subject to any provisions of the Legislation to the contrary, without limiting Clauses 34.2 and 48.1, but subject to Clauses 44.5 and 46.2, the Purchaser may not make any claim or requisition, delay completion, rescind or terminate because there is any difference between the Draft Strata Documents attached to this Contract and the corresponding documents as registered unless the difference materially detrimentally affects the property to a substantial extent.
- 34.3 The Vendor discloses, and the Purchaser acknowledges that:
- (a) the Vendor may or may not make an application under the *Environmental Planning and Assessment Act 1979 (NSW)* to modify or alter the Consent ("Application");
  - (b) at the date of this Contract, the Application may or may not have been made by the Vendor;

- (c) where the Application is approved, the effect of the approval may include, without limitation:
- (i) an increase to the number of lots;
  - (ii) a change to the mix of units in the Draft Strata Plan;
  - (iii) an increase in the number of levels in each Building such that the top floor in the Draft Strata Plan is no longer the top floor;
  - (iv) a change in the unit entitlement which may include an increase or decrease to the unit entitlement disclosed in the Draft Strata Plan, if any is disclosed in the Draft Strata Plan.

The Purchaser must not make any requisition or claim, rescind or terminate this contract or delay completion by reason of any matter disclosed in this clause.

#### **34.4 Vendor not registered Proprietor**

Subject to any provisions of the Legislation to the contrary, the Vendor discloses, and the Purchaser acknowledges that:

- (a) the Vendor as set out on the front page of this Contract may not be the only registered proprietor of the Land as at the date of this Contract; and
- (b) at the time of Completion, the Vendor will be the only registered proprietor of the Property; and
- (c) the Purchaser may not raise any objection or requisition or make any claim, delay completion, rescind or terminate this Contract because of any matter referred to in this Clause.

#### **34.5 Limitation on Purchaser's rights**

The Purchaser must not:

- (a) make any requisition or claim, rescind or terminate this contract or delay completion by reason of any matter disclosed in this clause 34;
- (b) do or refrain from doing anything that may prevent or inhibit the Vendor, its contractors or agents from carrying out or attending to the matters the subject of this clause 34; or
- (c) seek to claim damages from the Owners Corporation or the Vendor or its contractors or agents or attempt to prevent or impede the Vendor or its contractors or agents from carrying out or attending to the matters the subject of this clause 34.

### **PURCHASER'S REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**

#### **35 Representation and warranties by Purchaser**

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- 35.1 The Purchaser warrants that apart from those terms, statements, representations, promises and warranties expressly stated in this Contract, it has not entered into this Contract in reliance on

any term statement, representation, promise or warranty (other than a term or warranty implied by statute which is mandatory and cannot be excluded by the parties' agreement) in respect of the subject matter of this agreement including relating to:

- (a) the nature or fitness or suitability for any purpose of the Buildings or the Property; or
- (b) any financial return or income to be derived from the Property; or
- (c) any services available in the Buildings; or
- (d) any strata levies or other outgoings likely to be payable by any owner of the Property or the Owners Corporation; or
- (e) any changes in the local area; or
- (f) the size of car spaces or use of storage areas.

35.2 The Purchaser warrants that it has sought independent advice on this Contract, and is fully aware of and satisfied about:

- (a) the obligations and rights of the Purchaser under this Contract; and
- (b) the nature of the Property and the purposes for which the Property may be lawfully used.

35.3 The Purchaser acknowledges that any drawings, plans, surveys or models provided or sighted may not be current and accurate. The Purchaser should not rely on those drawings, plans, surveys or models and instead:

- (a) note the plans attached to this Contract; and
- (b) be aware that the attached plans may be altered or replaced in accordance with this Contract.

35.4 The Vendor discloses, and the Purchaser acknowledges that any information or material or disclosure made in the Marketing Material does not form part of this Contract.

35.5 The Vendor does not warrant the accuracy or correctness of any information or material or disclosure made in the Marketing Material and the Purchaser warrants that it has not relied upon such Marketing Material in entering into this Contract.

35.6 In particular, the Vendor discloses, and the Purchaser acknowledges that there may be discrepancies between the Marketing Material and this Contract with respect to the Property (including without limitation with respect to the area of the Property, its configuration and the draft Strata Plan) in which case the disclosures in this Contract apply.

35.7 The Purchaser agrees that the warranties and acknowledgments in this Clause 35 are fundamental terms of the Contract, as the Vendor wishes to confirm that none of its employees or agents have made any statements, representations, promises or warranties or given any drawings, plans or Marketing Material which may be unauthorised, incorrect, misleading, deceptive, or not based on reasonable grounds.

35.8 The Purchaser acknowledges that subject to section 52A of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2022*, the Vendor does not give any assurance as to the accuracy, currency or completeness of any attachment to this Contract.

### **36 Services**

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36.1 The Purchaser acknowledges that the Purchaser is purchasing the Property and shall take title thereto subject to the water, sewerage and drainage, gas and electricity, telephone or other installations or services (if any) that the Vendor shall provide on completion and shall not make any requisition objection or claim for completion in respect of:

- (a) the nature, location, availability or non-availability of any such services;
- (b) if any such services is a joint service with any other property or properties;
- (c) if any services for any other property or properties or the pipes or connections therefore pass through the subject property;
- (d) if any sewer remain or the mains or connections for or any relevant authority for or supplier of any such services pass in over or through the subject property; or
- (e) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or the mains pipes or connections therefore.

### **37 Agent**

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37.1 The Purchaser warrants to the Vendor that it has not been introduced to the Property directly or indirectly through the services of any agent other than (if a Vendor's Agent is named in this Contract) the Vendor's Agent.

37.2 The Purchaser hereby indemnifies and will continue to indemnify the Vendor in respect of any claim or claims made by any agent or other person (other than the Vendor's Agent) against the Vendor which arise out of, or in connection with, a breach of the Purchaser's warranty contained in Clause 37.1.

## **BUILDING WORKS**

### **38 Completion of Building**

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38.1 Subject to the provisions of Clauses 34.1 and 43, the Vendor shall procure the Building Works to be carried out in a proper and workmanlike manner and substantially in accordance with the Consent.

38.2 The Vendor cannot guarantee when the Building Works will be completed. The Purchaser acknowledges that those Building Works may be delayed by causes including but not limited to any Unforeseen Event.

38.3 The Vendor may in its discretion replace any contractor or any consultant for the Building Works and at any time.

- 38.4 The Vendor will ensure that it is lawful to occupy the Property (other than any car space or storeroom) for residential purposes by completion, subject to any restriction on use referred to in this Contract. This does not require that a Building certificate be obtained by completion.
- 38.5 The Vendor will use its best endeavours to obtain a certificate for the Buildings pursuant to section 10.7 of the *Environment Planning and Assessment Act 1979* within 6 months after completion of the sale of the Property to the Purchaser, and will send a copy to the Purchaser after the certificate is obtained.
- 38.6 If an occupation certificate within the meaning of the *Environment Planning and Assessment Act 1979* is required under Section 6.9 of the Act before occupation or use of the Property, then the Vendor must serve at least 14 days before completion the original or a copy of an occupation certificate within the meaning of that Act (being an interim occupation certificate or a final occupation certificate) in relation to the building, or part of the building, of which the lot sold by this Contract and access to that lot, form part. For this purpose, the part of a building comprising access to a lot is any part of the building reasonably necessary for access to the lot.

### **39 Schedule of Finishes, Appliances**

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- 39.1 Prior to the Completion Date, the Vendor will (subject to Clauses 34.1(e) and (f)) cause the items specified in the Schedule of Finishes to be installed in the Property and in the Common Property in a proper and workmanlike manner and substantially in accordance with the Schedule of Finishes.
- 39.2 Subject to any provisions of the Legislation to the contrary, the Purchaser cannot rescind or terminate or (except where Clause 39.3 applies) delay completion because any items actually installed is not substantially in accordance with, or is of a different type, quality or colour to that specified in the Schedule of Finishes. This does not limit any right of the Purchaser (if any) to claim damages or an order for performance after completion.
- 39.3 The Vendor will within a reasonable time after completion deliver to the Purchaser or give an authority to collect and make available for collection from the sales or management office any separate written manufacturer's or like warranty applicable to any appliance included in the Property. However, the Purchaser must not make any claim or requisition or delay completion, rescind or terminate if there is no such warranty or because of the terms of any such warranty.

### **40 Building Defects**

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- 40.1 Any defect in the Property due to defective materials or workmanship (not including minor shrinkage and settlement cracks) which:
- (a) appear in the Property whether before or after the Completion Date; and
  - (b) are notified in writing to the Vendor by the Purchaser before the earlier of:
    - (i) 3 months after the Completion Date; and
    - (ii) 3 months after occupation;

must be repaired by the Vendor in a proper and workmanlike manner at the Vendor's expense within a reasonable time except that the Vendor need not remedy any defects in Inclusions that are sold with a manufacturer's warranty. The Purchaser must from

completion give or procure access to the Property on request so the Vendor or its contractor can carry out the repairs.

The Purchaser must not serve notice of defects on more than one (1) occasion.

- 40.2 Except in the case of Major Defects, the Purchaser must not delay completion because of any defect which may have appeared in the Property or the Buildings before the Completion Date.
- 40.3 The Purchaser may delay completion because of a Major Defect until the Major Defect no longer prevents the Purchaser's reasonable occupation of the property if the Purchaser has given written notice of the Major Defect to the Vendor by the earlier of:
- (a) 7 days after becoming aware of the Major Defect; or
  - (b) 7 days after being given written notice the property is available for inspection, provided the property is made available for inspection in those 7 days.

#### **41 Air conditioning**

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- 41.1 This Clause only applies if the Schedule of Finishes shows that the Property will be air conditioned or if the Vendor agrees in writing that the Property will be air conditioned.
- 41.2 The Vendor may, at its sole discretion, locate air conditioning plant and equipment servicing the property on the Common Property.
- 41.3 If the Vendor locates air conditioning plant and equipment servicing the property on the Common Property, the Purchaser agrees that:
- (a) the Purchaser will be granted exclusive use rights under the *Strata Schemes Management Act 2015* for that part of the air conditioning plant and equipment that exclusively services the property;
  - (b) the Purchaser must contribute to the maintenance and other costs of that part of the air conditioning plant and equipment servicing the Property; and
  - (c) by-laws granting exclusive use of part of the air conditioning plant and equipment and requiring a contribution to maintenance costs may apply to the property.

#### **42 Key and Access Cards**

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- 42.1 The Vendor is not obliged to deliver any keys or access cards on completion provided that on completion its solicitors give the Purchaser or the Purchaser's solicitors a written authority permitting the collection of keys or access cards from the Vendor's management, sales agent or sales office.

### **STRATA DOCUMENTS AND OTHER DOCUMENTS**

#### **43 Strata Documents**

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- 43.1 The completion of this Contract is conditional upon the registration of the Strata Documents ("Condition Precedent");

- 43.2 The Condition Precedent has been inserted for the benefit of both parties and it may not be waived by either party. However, the Vendor may by notice in writing given by the Vendor's Solicitor to the Purchaser waive the requirement for registration of the Draft By-Law Instrument and any Draft Section 88B Instrument as part of the Strata Documents.
- 43.3 The Vendor must:
- (a) use all reasonable endeavours to procure any necessary Council consent for and the registration of the Strata Documents on or before the Sunset Date or such extended date as is determined under Clause 43.5; and
  - (b) promptly provide to the Purchaser a copy (or a reduced copy) of the Strata Documents as registered.
- 43.4 If the Condition Precedent has not been fulfilled by the Sunset Date or such extended date as if determined under Clause 43.5, then either party may by notice to the other rescind this Contract after the Sunset Date and before the Condition Precedent has been fulfilled. The only right the Purchaser has arising out of the failure to register the Strata Documents by the Sunset Date is to rescind this Contract before the Condition Precedent has been fulfilled, in which case Clause 19 will apply.
- 43.5 If completion of the Building Works or registration of the Strata Documents is delayed in whole or part because of one or more Unforeseen Events, the Vendor may at any time serve notices extending the relevant dates under Clauses 43.3 and 43.4, by the period or periods delay as certified by the Vendor's Project Manager, in respect of each such delay as may occur before the last extended date expires. The Purchaser will have no claim for any loss incurred as a result of any such delay.

#### **44 Replacement of documents**

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- 44.1 The Vendor may from time to time serve the Purchaser with a written notice expressed to be given pursuant to this Clause 44.1 and stating that the Vendor wishes to replace a document a copy of which is attached to this Contract ("Replaced Document") with another document (a copy of which is forwarded with that notice) ("Substitute Document").
- 44.2 Once a notice under Clause 44.1 is served, the Replaced Document is taken to be no longer attached to this Contract and the Substitute Document is taken to be attached to this Contract.
- 44.3 Subject to Clause 44.4 and to any provisions of the Legislation to the contrary, the Purchaser may not make a claim or requisition, delay completion, rescind or terminate this Contract because the Vendor has served a notice under Clause 44.1 or because the Replaced Document is taken to be no longer attached to this Contract or because the Substituted Document is taken to be attached to this Contract.
- 44.4 If there is a difference between the Replaced Document and the Substitute Document which detrimentally affects the Property to a substantial extent and the difference is not one foreshadowed by this Contract (other than this Clause 44 or any provision expressed to be subject to this Clause 44), the Purchaser may rescind this Contract by written notice to the Vendor within 14 days after the day the Vendor first serves notice of the difference under Clause 44.1. However, if the change is one allowed by this Contract, the Purchaser cannot rescind unless it is a Major Alteration and notice of rescission is given in accordance with Clause 44.4. This Clause does not

limit any rights of the Purchaser under the Legislation which may arise from any difference between the Replaced Document and the Substitute Document.

- 44.5 If the Purchaser rescinds this Contract under Clause 44.4, Clause 19 will apply. If the Purchaser does not rescind strictly within the time provided in Clause 44.4, the right to do so lapses.

**45 Vendor May Amend Area Entitlements and Location on Plan**

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- 45.1 The Vendor estimates that the floor area of the Property will be no less than as set out in the Draft Strata Plan.
- 45.2 The Vendor may increase or reduce the floor area of the Property, vary the ratio of the unit entitlement of the Property to the total unit entitlement of all lots in the Strata Scheme to that ratio shown in the Draft Strata Plan (if any is disclosed in the Draft Strata Plan) or vary the location of the Property in relation to other lots within the Draft Strata Plan.
- 45.3 The Vendor may change the number and configuration of lots in the Strata Scheme from that shown in the Draft Strata Plan.
- 45.4 If the Vendor makes an alteration or variation referred to in Clause 45.2, the Vendor must if it is a Major Alteration notify the Purchaser in writing of any such alteration or variation and provide the Purchaser with a copy of the Draft Strata Plan as altered or varied. This may also be effected by service of a copy of the Strata Plan as registered.
- 45.5 If any alteration or variation referred to in Clause 45.2 results in a Major Alteration the Purchaser may within 14 days of the Purchaser being notified by the Vendor under Clause 45.4 rescind this Contract by notice in writing to the Vendor. The provisions of Clause 19 shall then apply. If the Purchaser does not rescind the Contract strictly within the time provided in this clause, the right of rescission will lapse.

**46 Relocation of Car Spaces, Creation of Additional Car Spaces and Storage Areas, Use of Car Spaces**

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- 46.1 The Vendor discloses, and the Purchaser agrees that:
- (a) subject to the Vendor obtaining all necessary approvals from the Council and any other Authority the Vendor shall be entitled in its absolute discretion to do any one or more of the following:
    - (i) relocate and renumber the car spaces and storage areas (if any) shown on the Draft Strata Plan, including relocating and renumbering any car space (if any) and any storage area (if any) forming part of the Property. This does not allow the Vendor to replace a carspace which is part of the Property with one which is instead on common property or available only pursuant to an exclusive use by-law;
    - (ii) include additional or delete car spaces and/or storage areas in areas of the Draft Strata Plan (including in the Common Property but excluding the Property unless a different car space is substituted in accordance with (i) above) and in the Vendor's discretion allocate some or all of those additional or deleted car spaces and storage areas as common property or as part lots to particular lots to particular lots within the proposed Strata Scheme or designated such additional or deleted car spaces and storage areas as separate lots available for sale, ownership or use

(including exclusive use) by the Vendor (or any other purchasers and their successors) as the Vendor determines; and

- (iii) include as part of another lot any car space which on the Draft Strata Plan is a separate lot. If the car space is part of the Property, the lot to which it is attached must also form part of the Property sold by this Agreement.
- (b) The Vendor's actions under paragraph (a) above will result in a permitted alteration or a variation to the Draft Strata Plan and a variation to the unit entitlements of those lots affected and to the total unit entitlement of all the lots to be comprised in the Strata Scheme from that shown on the Draft Strata Plan, if any is disclosed in the Draft Strata Plan; and
- (c) the Purchaser shall not be entitled to terminate or rescind this Contract or to delay completion nor shall the Purchaser raise any requisition or objection or make any claim for compensation in respect of any action undertaken by the Vendor under this Clause 46.

#### **47 Presale and Finance Requirements**

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47.1 This Contract is subject to and conditional upon:

- (a) the Vendor having obtained finance for the construction of the Building on terms and conditions acceptable to the Vendor; and
- (b) the Vendor exchanging contracts for the sale of the lots in the Building which have combined value which is no less than that required by the Vendor's financiers to allow the Vendor to draw down on its facility for construction of the Building,

by **30 September 2025**.

47.2 If either or both of the condition precedents in this Clause are not satisfied by the date set out in the preceding subclause, the Vendor may by notice in writing to the Purchaser rescind this Contract. If the Vendor does not rescind this Contract, then notwithstanding that the condition precedents in this Clause not having been satisfied, the Contract remains binding on both parties.

47.3 The Purchaser shall not have any claim against the Vendor whatsoever in relation to or in connection with any matter referred to in this Clause.

#### **48 Not Used**

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#### **49 Easements etc.**

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49.1 The Vendor must prior to completion give the Purchaser written notice of any easement, restriction on use or positive covenant being created or any lease, agreement or arrangement being entered into or made or any right or privilege being granted or any land being dedicated which is material and detrimental to a purchaser of the property and which is not disclosed, referred to or foreshadowed by this Contract or its attachments (other than this Clause 49).

49.2 If there is created any easement, restriction on use or positive covenant, the entry into any agreement or arrangement, the granting of any right or privilege or dedication of any land which materially and detrimentally affects the Property and which is not disclosed referred to or foreshadowed by this Contract or its attachments (other than this Clause 49), the Purchaser may rescind this Contract by written notice to the Vendor. The provision of Clause 19 shall apply to

such a rescission. The Purchaser may only rescind within 14 days of the Vendor giving the Purchaser written notice of the matter giving rise to the right of rescission. The Purchaser is not otherwise entitled to rescind, make a requisition or claim for compensation in relation to such matters.

- 49.3 If the Vendor requires, the Purchaser must vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owner's Corporation to execute or accept any document for the purposes of Clause 49 including, without limitation, any motions for execution of other certificates and documents and for the production of the certificate of title for the common property to enable registration to occur.

## ADJUSTMENTS

### 50 Council Rates, Water Rates and Land Tax

- 50.1 If at the Completion Date no separate assessment for council rates, water and sewerage rates or land tax has been issued in respect of the Property for the period current at the Completion Date, the Purchaser must accept the following amounts as the current assessment for council rates, water and sewerage rates or land tax for the Property as the amounts payable and those amounts must be adjusted on completion in accordance with the following:

- |     |                        |                      |
|-----|------------------------|----------------------|
| (a) | Council Rates          | \$2,000.00 per annum |
| (b) | Water & Sewerage Rates | \$275.00 per quarter |
| (c) | Land tax               | \$2,000.00 per annum |

- 50.2 An adjustment in accordance with Clause 50.1 must be on the basis that the amount being adjusted is paid.

- 50.3 If an adjustment is made in accordance with Clause 50.1:

- (a) no regard must be had to the actual assessment or assessments for water and sewerage rates subsequently issued in respect of the Property; and
- (b) the Vendor must pay any assessment or assessments which may be issued in respect of the Property:
- (a) for the quarter current at the date of completion in respect of any water and sewerage rates; and
- (b) for the year current at the date of completion in respect of any council rates and land tax.

- 50.4 **Insurance** – If on completion the Vendor has paid or funded the Owner's Corporation to pay insurance in respect of the Buildings or risks of the Owner's Corporation for a period extending after the Completion Date then the Vendor may require the Purchaser to adjust in its favour the amount of such insurance as is reasonably attributable to the period after completion, to the extent not reimbursed to the Vendor by the Owners Corporation, and as apportioned to the Purchaser and the Property on a unit entitlement basis.

- 50.5 **Error in Adjustment of Outgoings** – Each party agrees that if on completion any apportionment of outgoings required to be made under this agreement is overlooked or incorrectly calculated, he will forthwith upon being so requested by the other party make the correct calculation and pay

such amount to the other party as is shown by such calculation to be payable. This condition shall not merge on completion.

## **51 Owner's Corporation**

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- 51.1 The Vendor and Purchaser must adjust under Clause 14.1:
- (a) any regular periodic contribution to the administrative funds and the sinking funds of the Owners Corporation;
  - (b) any regular payments under a By-Law applying to the property.
- 51.2 The Vendor is liable for any contribution levied by the Owners Corporation other than a contribution referred to in Clause 51.1:
- (a) if the Owners Corporation levies the contribution before completion; or
  - (b) if the Owners Corporation levies the contribution after completion, to the extent that the contribution relates to:
    - (i) money borrowed by the Owners Corporation before the Completion Date;
    - (ii) work started by the Owners Corporation before the Completion Date; or
    - (iii) an obligation of the Owners Corporation to an Authority existing at the Completion Date.
- 51.3 The Vendor and the Purchaser must adjust under Clause 14.1, on a unit entitlement basis, any Normal Expenses of the Owners Corporation paid by the Vendor (in its capacity as member of the Owners Corporation) which have not been reimbursed to the Vendor at completion.
- 51.4 At the same time the Purchaser serves the form of transfer, the Purchaser must submit notices in duplicate for the Property under section 22 of the *Strata Schemes Management Act 2015* that have been signed by the Purchaser. The Vendor must sign both copies of the notice and:
- (a) on completion, insert the date of delivery of the transfer and give one copy of the notice to the Purchaser; and
  - (b) after completion, give the other copy to the Owners Corporation.
- 51.5 The Vendor will not be providing the Purchaser with a certificate under section 184 of the *Strata Schemes Management Act 2015*. However, the Vendor authorises the Purchaser to apply for a certificate under section 184 of the *Strata Schemes Management Act 2015*.
- 51.6 Clause 11 does not apply to any notice with which the Owners Corporation must comply.
- 51.7 Clause 18.4 does not apply to any risk against which the Owners Corporation must insure.

**COMPLETION, DELAY, NOTICE TO COMPLETE AND INTEREST**

**52 Place for Completion**

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52.1 Completion must take place at a place within the Sydney CBD nominated by the Vendor prior to the Completion Date or if the Vendor has a first mortgagee, such place where the first mortgagee would discharge the mortgage as notified by the Vendor to the Purchaser.

**53 Notice to Complete and Deposit**

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53.1 Despite clause 2.9 of the Contract, if this Contract is terminated by either party under a notice to complete, the party terminating the Contract is entitled to receive the deposit together with all interest earned on the deposit without any further order or other written communication from any party being necessary.

53.2 The parties to this Contract authorise the depositholder to release the deposit together with all interest earned on it to the party terminating the Contract under the notice to complete.

**54 Notice to Complete**

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54.1 In the event of either party failing to complete this Contract by the Completion Date the party not in default shall be entitled at any time thereafter to serve upon the party in default a notice to complete making the time for completion essential and requiring the party in default to complete within a period of not less than 14 days from the date of service of the notice. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

54.2 The party giving the notice shall be entitled to withdraw it at any time and subsequently issue a further notice.

54.3 If the Purchaser fails to complete this Contract on or before the Completion Date and a Notice to Complete is served by the Vendor's solicitor, then the Purchaser is liable for the Vendor's legal costs for preparation and service of the Notice to Complete in the agreed sum of \$330 plus GST. The Purchaser acknowledges that payment of such sum on or before Completion is an essential condition of this Contract.

**55 Delay Interest and Costs**

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55.1 If this Contract is not completed on or before the Completion Date:

- (a) the Purchaser must pay interest on the unpaid balance of the price at the Interest Rate calculated daily from and including the Completion Date but excluding the actual day of completion;
- (b) the Purchaser must pay and agrees to pay \$350 plus GST ("Legal Costs") to cover additional legal costs incurred by the Vendor due to the default of the Purchaser;
- (c) the interest and Legal Costs must be paid on completion;
- (d) the Vendor is not obliged to complete unless all interest and Legal Costs are paid;

- (e) interest and Legal Costs payable pursuant to this clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete on or before the Completion Date;
- (f) the right to interest and Legal Costs not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract; and
- (g) the Vendor may by serving a written notice at any time prior to completion elect to fix the Completion Date as the adjustment date provided only that the Purchaser's failure to complete is not caused by the Vendor.

55.2 The Purchaser need not pay interest under this clause for any period that the Purchaser's failure to complete is caused by the Vendor.

55.3 The Purchaser's obligations under this Clause 55 are essential.

## **PURCHASER'S RIGHTS, OBLIGATIONS AND LIMITATIONS**

### **56 Lodgement by Purchaser of Caveat, Financing**

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56.1 The Purchaser must not lodge a caveat or recording on the folio or folios of the Register for the Land or any part of the Land including without limitation any lots created upon registration of any of the Strata Documents.

56.2 The Purchaser for valuable consideration irrevocably appoints the Vendor and each person nominated by the Vendor, as the Purchaser's attorney to withdraw any caveat lodged on the title to any part of the Land or the Property in contravention of Clause 56.1.

56.3 If the Purchaser lodges a caveat on the title to the Land (or any part of it) in contravention of Clause 56.1, then by entering into this Contract, the Purchaser is taken to have provided caveator consent to the lodging of any plans, instruments or other dealings affecting the Land (or any part of it).

56.4 If, at completion, a caveat has been lodged by or on behalf of the Purchaser (contrary to Clause 56.1) any assignee of the Purchaser's interest under this Contract, or any person claiming through or under the Purchaser is recorded on the folio of the Register for the Property, the Purchaser must complete this Contract despite that caveat.

56.5 The Vendor may mortgage the Land and vary or replace any mortgage as it thinks fit but on completion must deliver a duly executed and registrable of discharge or any such mortgage in so far as it applies to the Property and allow in favour of the Purchaser the registration fee for that document.

### **57 Requisitions on Title**

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57.1 The Purchaser agrees that the only form of general requisitions on title that the Purchaser shall be entitled to make shall be in the form for strata title property 2022 edition.

**58 Access Before Completion**

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- 58.1 The Purchaser acknowledges that before completion the Buildings may be a building site and that the permission of the builder will be required for any access.
- 58.2 The Purchaser is not allowed access to the Property or the Buildings before Completion except:
- (a) in accordance with Clause 12 of the printed conditions (and then only after the Vendor gives written notice of registration of the Strata Documents);
  - (b) for the purpose of an inspection under Clause 40.3 after the Purchaser gives notice under that clause; or
  - (c) with the written permission of the Vendor.

**59 On Selling**

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- 59.1 The Purchaser agrees that:
- (a) the Purchaser will not offer the property for sale or advertise the sale of the property on the market prior to the Completion Date without the prior consent of the Vendor first had and obtained;
  - (b) should the Vendor provide its consent in accordance with the preceding subclause, then the Purchaser must, in offering the property for sale or advertising the sale of the property on the market, comply with any requirement of the Vendor including, without limitation, in relation to any inspection of the Property required including coordinating such inspection with the Vendor's Agent and/or builder.
- 59.2 The provisions of this clause shall not merge on completion.

**60 Corporate Purchaser/Director's Guarantee**

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- 60.1 On the making of this Contract, the Purchaser must procure for the Vendor a duly executed Deed of Guarantee and Indemnity by the Guarantor in the form set out in Annexure "XX" to this Contract.
- 60.2 This clause and the provision of the duly executed Deed of Guarantee and Indemnity is an essential term of this Contract.

**VENDOR'S RIGHTS AND OBLIGATIONS**

**61 Change in Vendor**

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- 61.1 The Purchaser agrees that if the Vendor assigns or transfers ownership of the Land to another entity prior to Completion of this Contract it shall be entitled to assign its right, title and interest in this Contract to such entity and the Purchaser shall be obliged to perform this Contract for the benefit of that entity.

- 61.2 The Purchaser acknowledges and agrees that the Vendor may assign or transfer the Land to another entity or natural person ("**New Vendor**") prior to Completion subject to the New Vendor, Vendor and Purchaser entering into a deed of assignment or novation which will encompass this Contract and whereby the New Vendor becomes contractually bound to the Purchaser to perform and fulfil the provisions of the Contract or such of them as remain unperformed or unfulfilled by the Vendor at the time of such sale ("**Deed of Assignment or Novation**").
- 61.3 The Purchaser acknowledges and agrees that it will be required to enter into a Deed of Assignment or Novation in a form required by the Vendor within seven (7) business days after being requested to do so by the Vendor under which the New Vendor will be substituted for the Vendor as if the New Vendor had originally been a party to this Contract instead of the Vendor. For the avoidance of doubt, the Vendor's liabilities and obligations under this Contract shall be released upon execution of the Deed of Assignment or Novation by the Purchaser.
- 61.4 The Vendor shall pay to the Purchaser the sum of \$50 towards any stamp duty payable on the Deed of Assignment or Novation and the sum of \$250 including GST towards any legal costs incurred by the Purchaser in relation to the Deed of Assignment or Novation. Such monies shall be paid within 14 days of the Purchaser complying with its obligations under Clause 61.3.

The Purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of any matter set out in this Clause.

## **62 Selling and Leasing Activities on Common Property**

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- 62.1 Both before and after the Completion Date and until the Vendor completes the sale of all lots in the Strata Scheme, the Purchaser agrees that the Vendor and persons authorised by the Vendor shall be entitled to and continue to:
- (a) conduct selling and leasing activities on the Common Property of the Buildings;
  - (b) place, keep, maintain or dismantle on the Common Property of the Buildings any sign or insignia of any kind or description as the Vendor thinks fit and any stall, office or facility for salesmen for a period of six (6) calendar months after registration of the Strata Plan in connection with those selling and leasing activities; and
  - (c) place and maintain on the Common Property of the Buildings offices and other facilities for sales people, including (but not limited to) in any part of the Ground Level of the Buildings, which for the avoidance of doubt may include (but not be limited to) the ground floor office and lobby areas,
- provided that these activities do not unreasonably interfere with the Purchaser's use and enjoyment of the Property
- 62.2 The Purchaser agrees that he shall not vote in favour of any measure intended to curtail or inhibit the rights of the Vendor in Clause 62.1 hereof or to compel the Vendor to remove any such sale sign or insignia or stall, office or facility or to prevent the Vendor's salesmen or salesmen authorised by the Vendor from being on the Common Property.
- 62.3 The Purchaser must include a clause similar to the terms of this Clause 62 in any contract for the subsequent sale of the Property by the Purchaser as Vendor.
- 62.4 The provisions of this clause shall not merge on completion.

**63 Manuals and instructions booklets**

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- 63.1 On completion of this Contract the Vendor shall give the Purchaser all manuals, instructions booklets, warranties, guarantees and other similar documents which the Vendor has in its possession on completion and which relate to the equipment, furnishings and chattels situated at the Property.
- 63.2 The Vendor will not give the Purchaser any manuals, instructions booklets, warranties, guarantees and other similar documents which relate to the equipment, furnishings and chattels which are situated at or form part of the Common Property. The Vendor shall give such documents to the Owners Corporation.

**64 Depreciation Schedule**

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- 64.1 The Vendor will at the request of the Purchaser provide to the Purchaser a Depreciation Schedule as soon as practicable after the Completion Date but not earlier than three (3) months after the Completion Date.
- 64.2 The Purchaser agrees to pay to the Vendor an amount of \$850 inclusive of GST for the Depreciation Schedule such amount to be adjusted on completion or paid at the time the Purchaser requests the Vendor to provide the Depreciation Schedule whichever is the later time.
- 64.3 The Vendor makes no covenants or warranties with or to the Purchaser in respect of the Depreciation Schedule or the deductibility or any amounts referred to in the Depreciation Schedule form the assessable income of the Purchaser, its successors, transferees or assignees.
- 64.4 The ability of the Vendor to provide the Depreciation Schedule will be subject to and conditional upon any legislation not changing so as to adversely affect the ability of the Vendor to provide the Depreciation Schedule and/or the ability of the Vendor to comply with any requirements of the Income Tax Assessment Act.
- 64.5 The Purchaser warrants that it has sought independent advice and is fully aware of and satisfied about the Purchaser's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1997* (Cth) for depreciation of any plant or equipment in the Building or in connection with the cost of construction of the Building.

**65 Home Building Insurance**

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- 65.1 The Vendor discloses, and the Purchaser acknowledges that:
- (a) the Vendor's builder is exempt from the requirements of Part 6 of the Home Building Act 1989 (as amended) ("Act"); and
  - (b) the Vendor is exempt from the requirements of Section 96A of the Act (including being exempt from any obligation to deliver an insurance certificate under the Act),
- because:
- (i) the builder's contract is for residential building work relating to the construction of a multi-storey building, being work commenced after 31 December 2003; and

- (ii) this is a contract for sale of land on which residential building work relating to the construction of a multi-storey building has been or is to be done, being residential building work commenced after 31 December 2003.

[see section 74 of the *Home Building Regulation 2004* and the definition there of multi-storey building].

## DEPOSIT

66 Not used

67 Deposit Bond/Bank Guarantee

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67.1 Defined terms

In this clause 67:

**Bond** means a deposit bond or bank guarantee that is:

- (a) from a bank or other institution the Vendor approves;
- (b) on terms satisfactory to the Vendor's solicitor;
- (c) for the amount of the deposit (or the relevant part of the deposit);
- (d) does not have an expiry date (unless the Vendor agrees to the bond containing an expiry date that is not earlier than 6 months after the Sunset Date); and
- (e) is payable on demand by the Vendor.

67.2 Payment on completion

If the Vendor accepts a Bond for the whole or part of the deposit, the Purchaser must pay the amount otherwise payable to the Vendor under the Bond by unendorsed bank cheque on completion of this contract (or at any earlier time provided in this contract for the deposit to be accounted for to the Vendor). If the Purchaser complies with this clause, the Vendor must return the Bond to the Purchaser.

67.3 Termination by Vendor

If the Vendor terminates this contract, the Vendor or its agents may call for payment from the issuing party under the Bond without further notice to the Purchaser.

67.4 Satisfaction of obligations

The Vendor acknowledges that payment by the issuing party under the Bond, to the extent only of the amount so paid, will satisfy the Purchaser's obligations to pay the deposit under clause 2.1.

67.5 Replacement Bond

- (a) If the Vendor has accepted a Bond which contains an expiry date, the Purchaser must no later than 21 days before that expiry date provide to the Vendor a replacement Bond which expires on a date which is 6 months later than the Sunset Date.
- (b) If the Sunset Date is extended under this Contract, the Purchaser must, within 14 days after receipt of any notice from the Vendor extending the Sunset Date, provide to the

Vendor a replacement Bond which expires on a date which is 6 months later than the extended Sunset Date.

- (c) This clause 67.5 is an essential term of this contract.

**67.6 This Clause applies to substituted Bonds**

The provisions of this clause apply to any replaced or substituted Bond.

**GOODS AND SERVICES TAX**

**68 Goods and Services Tax – Margin Scheme**

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- 68.1 The Price includes GST (if any).
- 68.2 GST will be paid by the Vendor as and when required by the GST Act.
- 68.3 The Vendor and the Purchaser agree that the margin scheme is to apply to the sale of the Property.
- 68.4 The purchaser acknowledges that no Tax Invoice is to be provided by the Vendor on completion and the Purchaser will not be entitled to claim an input tax credit in respect of any GST paid or payable by the Vendor.
- 68.5 In this Clause:
- (a) GST Act means A New Tax System (Goods and Services Tax) Act 1999;
  - (b) Words and expressions which are not defined in this document but which have a defined meaning under the GST Act, have the same meaning as under the GST Act.

**NATURAL PRODUCTS**

**69 Natural Products**

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- 69.1 The Purchaser acknowledges and accepts that:
- (a) some of the materials used in the Property (particularly in finishes and fittings) may comprise natural products (such as stone, timber and the like);
  - (b) these materials may exhibit variations in shade, colour, texture, surface finish, markings, or the like and may contain natural fissures, occlusions, lines, indentations or the like;
  - (c) these materials may expand, contract or distort over time as a result of exposure to heat, cold, weather and the like;
  - (d) these materials may mark or stain if exposed to certain substances;
  - (e) these materials may be damaged or disfigured by impact or scratching or other mechanical means; and

- (f) the matters referred to in this clause 69 are not defects and the Purchaser cannot make a claim or requisition or rescind or terminate the Contract as a result of the existence or occurrence of any of the matters set out in this clause.

## MISCELLANEOUS CONDITIONS

### 70 Dispute Resolution

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70.1 If a disagreement, dispute or difference arises between the parties in connection with clauses 39 or 40 of this Contract, then that disagreement must be dealt with in accordance with this clause.

70.2 If,

- (ii) a party has given to the other party written notice of a disagreement in connection with this Contract; and
- (iii) the parties are unable in good faith to settle the dispute within 14 days after written notice has been received by the other party,

then the dispute may be submitted to an expert agreed on between the parties. If the parties cannot agree on an expert, the expert will be appointed by the president of the relevant institute for determination by that expert.

- (iv) If the parties cannot agree on the most appropriate institute, the institute will be selected by the president for the time being of the Law Society of New South Wales.
- (v) The person agreed or appointed is to act as an expert and not as an arbitrator.
- (vi) Both parties are entitled to make written submissions to the expert so appointed upon the matter the subject of the disagreement.
- (vii) The expert's decision is final and binding upon the parties and the cost of the expert's decision will be borne by the parties in such shares as the expert may determine.
- (viii) A party may not commence court proceedings (except proceedings seeking interlocutory relief) in respect of such a dispute unless the dispute has first been referred for resolution in accordance with the dispute resolution procedure set out in this clause.

### 71 Capacity

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71.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor or Purchaser at law or in equity had this clause not been included it is agreed that if the Purchaser and if more than one Purchaser then any one of them (not being otherwise in default under this contract):

- (a) being an individual, dies, becomes incapable because of unsoundness of mind to manage his own affairs or becomes bankrupt; or
- (b) being a company resolves to go into liquidation (or in the case of the Purchaser has a petition for its winding up presented and not withdrawn within 30 days of presentation) or enters into any scheme or arrangement with its creditors under the relevant provisions

of the Corporations Act or any similar legislation or if a liquidator, receiver or receiver and manager, official manager or provisional liquidator is appointed of the party,

then the Vendor may by notice in writing to the first party rescind this contract and the provisions of Clause 19 shall apply.

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**72 Entire agreement**

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72.1 Except for any statutory provisions imposed by law and which cannot be excluded by agreement, the express terms of this Contract set out the whole agreement between the parties in relation to its subject matter. There are no side deals or similar arrangements. This Contract sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

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**73 Governing Law, Jurisdiction**

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73.1 The Contract is governed by the laws of New South Wales, Australia, and the parties irrevocably submit to the jurisdiction of the courts of New South Wales and the appeal courts from those courts.

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**74 Severability**

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74.1 If the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.

74.2 If any provision of this Contract purports to, or has the effect of excluding, modifying or restricting the operation of Section 52A of the Conveyancing Act 1919 (as amended) or the Conveyancing (Sale of Land) Regulation 2022, then this Contract will be read and construed as if such provision is severable from this Contract and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provision of this Contract.

74.3 Clauses 74.1 and 74.2 do not apply if their application materially affects the commercial arrangement constituted by this Contract.

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**75 Waiver**

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75.1 Waiver of a breach or of any right of election arising from breach of this Contract must be in writing and signed by the party granting the waiver.

75.2 A breach of any right of election arising from a breach of this Contract is not waived by any failure to or delay in the exercise, or partial exercise, of that right or any other right.

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**76 Variation**

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76.1 Any variation to this Contract must be in writing.

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**77 Further action**

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77.1 Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to the transactions contemplated by this Contract.

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**78 Power of Attorney**

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78.1 Each person who executes this Contract (or any document arising in relation to this contract) on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so.

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**79 Indemnity**

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79.1 The Purchaser indemnifies the Vendor against any liability or loss arising from, and any costs incurred in connection with, the Purchaser's default under this Contract or the Purchaser's breach of warranty, including legal costs on whichever is the higher of a full indemnity basis or solicitor and own client basis.

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**80 Indemnities continue**

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80.1 The indemnities in this Contract are continuing obligations, independent from the other obligations of the Purchaser under this Contract and continue after completion or termination. The Vendor need not incur expense or make a payment before enforcing a right of indemnity under this contract. The Purchaser agrees to pay amounts due under any indemnity on demand from the Vendor.

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**81 Counterparts**

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81.1 This Contract may be executed in any number of counterparts. All counterparts taken together constitute this Contract.

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**82 Consumer Credit Code**

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82.1 The Purchaser confirms and warrants to the Vendor that credit is not required to pay for the Property, OR that the Purchaser has before the date of this Contract obtained approval for credit to finance the purchase of the Property on terms which are reasonable and acceptable to the Purchaser.

82.2 The Purchaser acknowledges that as a consequence of the disclosure made in Clause 82.1, this Contract cannot be terminated pursuant to section 124 of the Consumer Credit Code.

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**83 Petroleum Act 1955**

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83.1 The Vendor discloses that the land may lie within an area over which the Electricity Commission of NSW holds a petroleum exploration licence for oil and gas (refer to Petroleum Act 1955 in particular sections 47, 49 & 50).

83.2 The Purchaser will make no objection, requisition or claim for compensation should a certificate from the Electricity Commission of NSW disclose that the land the subject of the within contract lies within an area over which the commission holds such a petroleum exploration licence.

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**84 Sydney Water**

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84.1 The Purchaser acknowledges that the Vendor will not provide an accurate diagram for the Land from Sydney Water in relation to water, sewerage and drainage connections. There may be changes in water, sewerage and drainage connections.

84.2 The Vendor promises that all water, sewerage and drainage work will be carried out at all times with any necessary approval of Sydney Water.

84.3 The Purchaser is not entitled to rescind or terminate, delay completion, make a requisitions or claims for compensation in relation to such matters disclosed in this Clause 84.

## **85 Confidentiality**

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85.1 The Purchaser agrees with the Vendor to keep the following absolutely confidential:

- (a) the fact that they have entered into this Contract;
- (b) the price;
- (c) the lot(s) to be acquired under this Contract;
- (d) any price list or other information received by the Purchaser in relation to the price of other lots in the Buildings or their sale, irrespective of their source.

85.2 This Clause 85 does not prevent the Purchaser from disclosing this Contract or its terms to a professional legal or accounting adviser for the purpose of obtaining advice on the transaction contemplated by this Contract or any financial institution from which the Purchaser has procured financial assistance for the purpose of the transaction contemplated by this Contract provided such advisers and/or financial institutions are under a corresponding obligation of confidentiality.

## **86 Consent to use and disclose Personal Information**

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86.1 Each party who is an individual consent to its Personal Information being:

- (a) used by the Vendor in connection with the Vendor's business, including in connection with:
  - (ii) the purchaser, development and sale of land;
  - (iii) the proposed sale of an interest in the Vendor's business, including the sale of the Strata Scheme or any part of the Strata Scheme;
  - (iv) raising finance;
  - (v) internal reporting;
  - (vi) reporting to any Related Body Corporate, financier or adviser of the Vendor;
  - (vii) the management of this Contract; and
  - (viii) any use specified in any privacy statement; and
- (b) disclosed by the Vendor:
  - (i) if required or authorised by law; or
  - (ii) to any one or more of the following:

- (A) any Related Body Corporate, financier or adviser of the Vendor;
  - (B) any person in connection with a proposed sale of an interest in the Vendor's business, including the sale of the Strata Scheme or any part of the Strata Scheme;
  - (C) any agent engaged by the Vendor and notified to the Purchaser;
  - (D) any contractor or service provider involved in the construction, finishing or management of the Property or the development of which it is part;
  - (E) the Owners Corporation,
- any of whom may be located outside Australia; or
- (iii) if the party consents in writing.

## **87 Prohibited Entities**

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### 87.1 The Purchaser:

- (a) represents and warrants that it is not a Prohibited Entity and is not owned or controlled by, or acts on behalf of, any Prohibited Entity; and
- (b) indemnifies the Vendor against any non-compliance by the Vendor with all anti-terrorism legislation in Australia including, without limitation, Part 4 of the Charter of the *United Nations Act* 1945 and Part 5.3 of the *Criminal Code Act* 1995 due to a breach by the Purchaser of its representation or warranty in Clause 87.1(a).

## **88 Foreign Acquisitions**

---

88.1 If the Purchaser requires approval under the *Foreign Acquisitions and Takeovers Act* 1975 (Cth) ("the Foreign Act") to purchase property in Australia, the Purchaser warrants and represents that it has obtained all requisite approvals prior to exchange.

88.2 In the event that the Foreign Act applies to the Purchaser and to this Contract and the Purchaser is in breach of this clause or the Foreign Act:

- (a) the Purchaser must pay to the vendor a sum equal to any loss, damage or other civil financial disadvantage to which the vendor is or become subject by reason of the Purchaser's breach of the Foreign Act in relation to this Contract; and
- (b) if the Vendor is or becomes legally liable or chooses to pay any penalty, fine or other sum of money or incurs any costs or expenses in connection with any legal proceedings taken or instituted against the Vendor or any of its officers by any Governmental Agency or any prosecutor in consequence of the Foreign Act applying to the Purchaser and/or this Contract then the Purchaser will pay to the Vendor a sum equal to the total of such penalty, fine, other sum of money costs and expenses.
- (c) This Clause will not merge on completion.

**89 Exercise of rights to rescind**

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- 89.1 If the Purchaser has a right to rescind given by a clause in this contract and that right:
- (a) is not exercised within the period specified for its exercise, and if no period is specified, within 14 days of the Purchaser being given the document, matter or thing which gives rise to the right to rescind, it may not be exercised; or
  - (b) is exercised by the Purchaser, the Purchaser may not make any other claim against the Vendor.

**90 Investment of Deposit**

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- 90.1 If the deposit is invested in accordance with clause 2.9:
- (a) If this Contract is completed or is lawfully rescinded and neither party is in default, the Vendor and the Purchaser are entitled to the interest earned on the deposit in equal shares.
  - (b) If the Vendor terminates this Contract because of the Purchaser's default, the Vendor is entitled to all interest earned on the deposit.
  - (c) If the Purchaser terminates this Contract because of the Vendor's default, the Purchaser is entitled to all interest earned on the deposit.

**91 Unit Layout Plan**

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- 91.1 The Unit Layout Plan attached to this Contract is attached to satisfy the Vendor's disclosure obligations under the Legislation and is only attached as an indication of the layout and appearance of the Property.
- 91.2 The Vendor discloses, and the Purchaser agrees that, subject to any provisions of the Legislation to the contrary:
- (a) the Vendor makes no representation or warranty that the Property will be constructed in accordance with the Unit Layout Plan and the Vendor may amend, vary or alter the Unit Layout Plan in its absolute discretion without reference to the Purchaser;
  - (b) the Draft Strata Plan and the Strata Plan override the Unit Layout Plan to the extent of any inconsistency;
  - (c) the Unit Layout Plan should not be taken to indicate the type, location or standard of finishes in the Property and accordingly:
    - (i) the Schedule of Fittings and Finishes override the Unit Layout Plan to the extent of any inconsistency; and
    - (ii) the Property is not furnished and the inclusion of any furnishings in the Unit Layout Plan is by way of illustration of the way in which the Purchaser may furnish the Property; and
    - (iii) the Purchaser is not entitled to make any objection, requisition, claim or delay completion of or rescind or terminate this Contract as a result of, in relation to or arising out of any variation to the Unit Layout Plan on completion of the Property or the exercise

by the Vendor of its rights to vary or amend the Unit Layout Plan pursuant to this Clause 91.

**92 Release of Deposit for Settlement**

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92.1 The Purchaser hereby unconditionally and irrevocably authorises the agent to release the whole or part of the Deposit to the Vendor's Solicitor for use within the Electronic Workspace at completion.

**ANNEXURE "XX"**  
**DIRECTOR'S GUARANTEE AND INDEMNITY**

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Guarantor means (being two of the directors of the Purchaser or, if the Purchaser is a sole director/secretary corporation, the sole director/secretary).

1 In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:

- (a) the payment of all money payable by the Purchaser under this Contract; and
- (b) the performance of all the Purchaser's other obligations under this Contract.

2 The Guarantor agrees to the Vendor the payment of all money by the Purchaser on the dates specified in the Contract and the Guarantor must pay that money to the Vendor on the due dates if required by the Vendor

3 If the purchaser does not:

- (a) pay all money payable by the Purchaser; or
- (b) comply with any of the purchaser's obligations under this contract,

on time, the Guarantor must on demand pay that money and all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this guarantee and indemnity to the vendor and/or or comply with those obligations or both, as the case may be, whether or not the vendor has demanded that the purchaser pay or comply and irrespective of whether the Contract has been completed or title has been transferred to the Purchaser provided that upon payment the Vendor will transfer the property to the Purchaser in accordance with the Contract..

4 As an additional obligation of the Guarantor which the Vendor may enforce separately from the guarantee, the Guarantor:

- (a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract whether or not the vendor or the Guarantor knew or should have known about a fact or circumstance that gives rise to a claim under this indemnity; and
- (b) must pay on demand any money due to the Vendor under this indemnity.

It is not necessary for the vendor to incur expense or make a payment before enforcing this indemnity

5 The Guarantor is jointly and severally liable with the Purchaser to the Vendor for:

- (a) the Purchaser's performance of its obligations under this Contract;
- (b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract, or the termination of this Contract by the Vendor.

6 The Guarantor must pay interest on any amount payable by it under this guarantee and indemnity, which it does not pay on time on demand or at times the vendor specifies, from when the amount

becomes due until it is paid. Interest is calculated on daily balances at the rate of 10% per annum and is capitalised on the last day of each month if unpaid.

- 7 Until the Vendor has received all money payable to it under the Contract, and the Purchaser and the Guarantor have performed all their obligations under this Contract, neither the Purchaser nor the Guarantor may:
  - (a) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding up or bankruptcy of a person liable jointly with the Purchaser or Guarantor to the Vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
  - (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the Vendor unless the amount the Vendor is entitled to will not be reduced as a result.
- 8 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this guarantee and indemnity.
- 9 The Guarantor's obligations under this Clause are not released, discharged or otherwise affected by, without limitation the following:
  - (a) the Vendor releases or enters into a composition with the Purchaser;
  - (b) a payment made to the Vendor is later avoided;
  - (c) the Vendor assigns or transfers the benefit of this Contract
  - (d) the grant of any time, waiver, or covenant not to sue or other indulgence;
  - (e) the vendor's acquiescence, delay or mistake;
  - (f) the release (including without limitation a release as part of a novation) or discharge of any person;
  - (g) an arrangement, composition or compromise entered into by the Vendor, the purchaser, the Guarantor or any other person;
  - (h) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
  - (i) any moratorium or other suspension of a right, power, authority or discretion or remedy conferred on the Vendor by this Contract, a statute, a court or otherwise;
  - (j) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - (k) the winding-up of the Purchaser;
  - (l) the variation, assignment, or termination of this contract.

- 10 This guarantee and this indemnity are independent of and in addition to any other guarantee or security the vendor holds and may not be terminated by the Guarantor. They continue until the vendor unconditionally releases the Guarantor in writing or until all of the Guarantor's obligations under the guarantee and the indemnity are complied with.

**EXECUTED** as a Deed.

Signed sealed and delivered by

.....  
(the **Guarantor**) in the presence of:

.....  
Signature of witness

.....  
Signature of Guarantor

.....  
Name of witness (BLOCK LETTERS)

.....  
Address of witness

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

---

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

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

**Affectations, notices and claims**

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

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

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

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

#### **Owners Corporation management**

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

**Capacity**

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

**Requisitions and transfer**

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



FOLIO: 1/1300649

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SEARCH DATE	TIME	EDITION NO	DATE
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3/7/2025	2:48 PM	1	20/8/2024

LAND

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LOT 1 IN DEPOSITED PLAN 1300649  
 AT PENRITH  
 LOCAL GOVERNMENT AREA PENRITH  
 PARISH OF MULGOA COUNTY OF CUMBERLAND  
 TITLE DIAGRAM DP1300649

FIRST SCHEDULE

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JIJ PROPERTIES PTY LTD  
 IN 30/100 SHARE  
 GNJM GROUP PTY LTD  
 IN 15/100 SHARE  
 CPD PENRITH DERBY PTY LTD  
 IN 25/100 SHARE  
 EMPIRE 777 PTY LTD  
 IN 30/100 SHARE  
 AS TENANTS IN COMMON

SECOND SCHEDULE (11 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G239401 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 G326692 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 DP1246547 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 AU193379 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED
- 6 DP1300649 EASEMENT FOR PADMOUNT SUBSTATION 2.775 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1300649 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1300649 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 9 DP1300649 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 10 DP1300649 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 11 DP1300649 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE

END OF PAGE 1 - CONTINUED OVER

FOLIO: 1/1300649

PAGE 2

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SECOND SCHEDULE (11 NOTIFICATIONS) (CONTINUED)

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S.88B INSTRUMENT

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

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PRINTED ON 3/7/2025

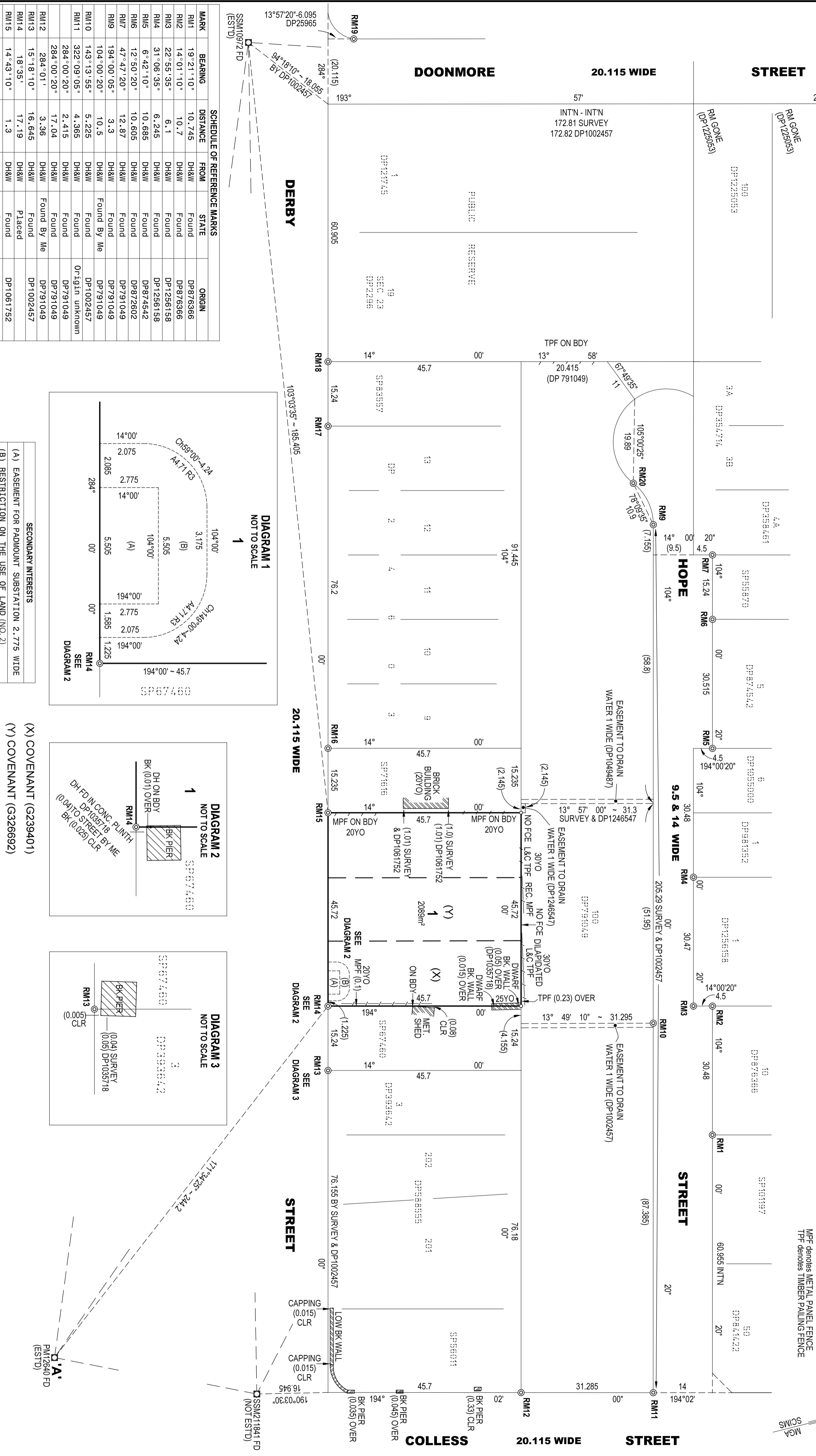
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
PM12640	287602.36	6261905.514	B	N/A	From SCIMS	Found
SSM10972	287341.539	6262200.08	B	N/A	From SCIMS	Found
PM12644	287404.889	6262384.039	B	N/A	From SCIMS	Found
SSM211841	287652.	6262108.	U	N/A	From SCIMS	Found

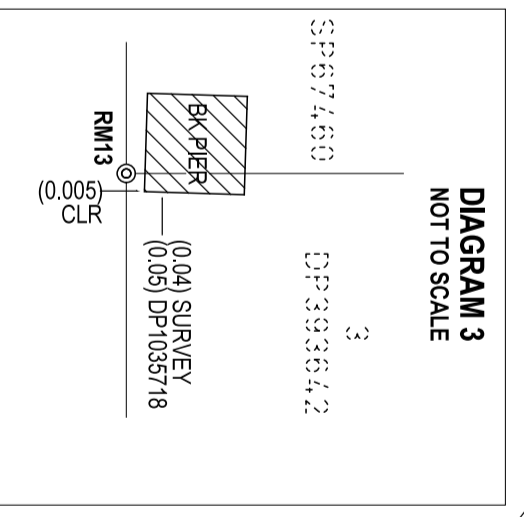
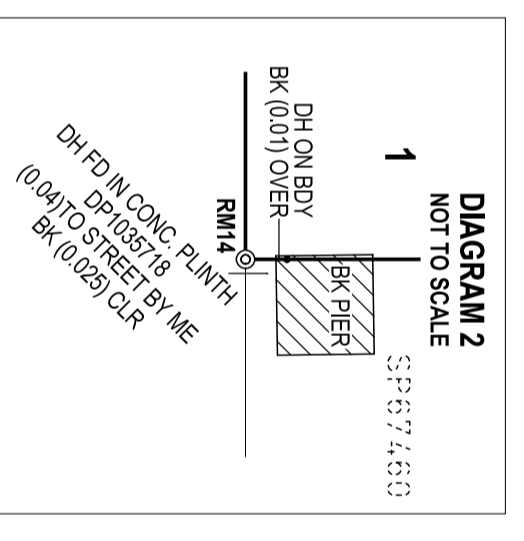
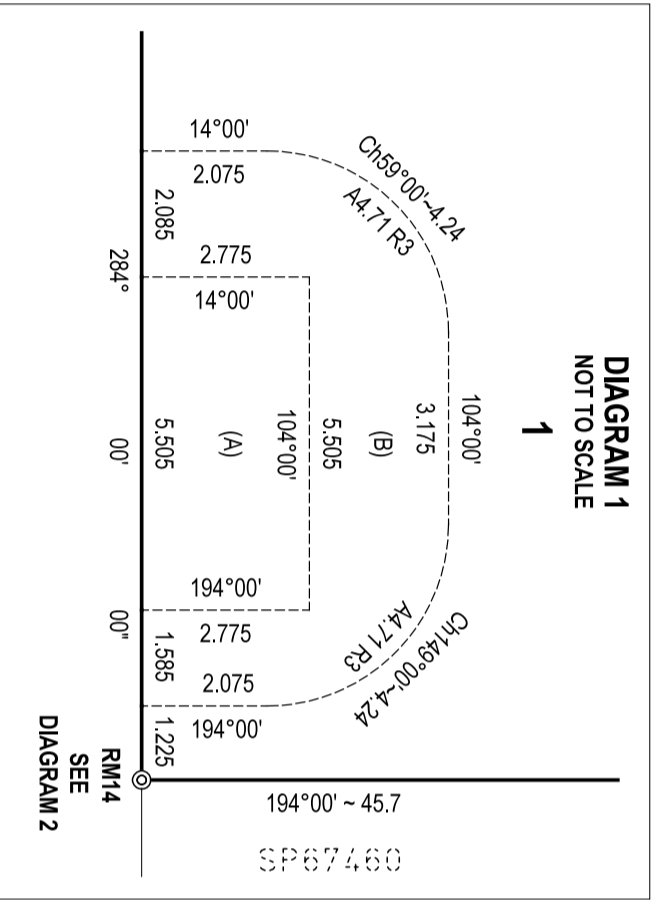
PM CONNECTIONS

DATUM	CONNECTION	SURVEY	MSA GROUND
'A' - 'B'	PM12640 - PM12644	337°34'25" - 517.589	337°34'25" - 517.601
	SSM10972 - PM12644	18°59'28" - 194.514	18°59'48" - 194.527
	SSM10972 - PM12640	138°28'46" - 393.364	138°28'37" - 393.385
	SSM10972 - SSM211841	106°27'10" - 323.960	
	SSM211841 - PM12644	318°05'42" - 370.411	
	PM12640 - SSM211841	13°50'09" - 208.824	



SCHEDULE OF REFERENCE MARKS

MARK	BEARING	DISTANCE	FROM	STATE	ORIGIN
RM1	19°21'10"	10.745	DH&V	Found	DP876366
RM2	14°01'10"	10.7	DH&V	Found	DP876366
RM3	22°55'35"	6.1	DH&V	Found	DP1256158
RM4	31°06'35"	6.245	DH&V	Found	DP1256158
RM5	6°42'10"	10.685	DH&V	Found	DP874542
RM6	12°50'20"	10.605	DH&V	Found	DP872802
RM7	47°47'20"	12.87	DH&V	Found	DP791049
RM9	194°00'05"	3.3	DH&V	Found	DP791049
RM10	104°00'20"	10.5	DH&V	Found By Me	DP791049
RM11	143°13'55"	5.225	DH&V	Found	DP1002457
RM11	322°09'05"	4.365	DH&V	Found	Or. Id. In unknown
RM11	284°00'20"	2.415	DH&V	Found	DP791049
RM12	284°00'20"	17.04	DH&V	Found	DP791049
RM12	284°01'	3.36	DH&V	Found	DP791049
RM13	15°18'10"	16.645	DH&V	Found	DP1002457
RM14	18°35'	17.19	DH&V	Placed	
RM15	14°43'10"	1.3	DH&V	Found	DP1061752
RM16	28°39'30"	17.19	DH&V	Placed	
RM17	10°57'10"	3.705	DH&V	Found	DP1061752
RM17	16°22'05"	3.815	NAI&W	Found	DP1063933
RM18	13°59'35"	3.79	DH&V	Found	DP1063933
RM19	283°57'20"	0.455	GIP	Found	DP25965
RM20	185°42'40"	4.805	DHW	Found	DP1225053



SECONDARY INTERESTS  
 (A) EASEMENT FOR PADMOUNT SUBSTATION 2.775 WIDE  
 (B) RESTRICTION ON THE USE OF LAND (NO.2)

(X) COVENANT (G329401)  
 (Y) COVENANT (G326692)

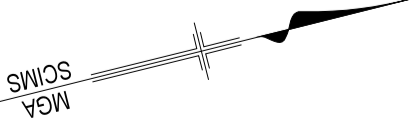
PLAN OF CONSOLIDATION OF LOTS 5-7 IN DP24603


Surveyor:  
 JONATHAN BURKE  
 Date: 09-11-2023  
 Surveyor's Ref: 9064

LGA: PENRITH  
 Locality: PENRITH  
 Reduction Ratio 1:600  
 Lengths are in metres.


REGISTERED  
 20/08/2024



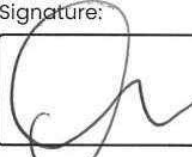

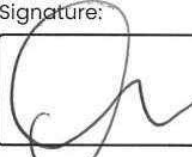

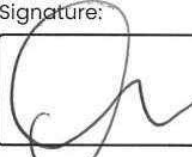
DP1300649





Plan Form 6_Digital (2021)		<b>Deposited Plan Administration Sheet</b>	Sheet 1 of 8
Registered	 20/08/2024	<b>DP1300649</b>	
OFFICE USE ONLY			
Title System	<b>TORRENS</b>	LGA	PENRITH
<b>Plan of Consolidation of lots 5 - 7 in DP24603</b>		LOCALITY	PENRITH
		PARISH	MULGOA
<b>Survey Certificate</b>		COUNTY	CUMBERLAND
		<b>Crown Lands NSW/Western Lands Office Approval</b>	
I, Jonathan Burke of SDG Pty Ltd, a surveyor registered under Surveying and Spatial Information Act 2002, certify that:		I, <input type="text"/> (Authorised Officer) in	
The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on: 09/11/2023		approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.	
Urban/Rural		Signature	Date
<b>Urban</b>		<input type="text"/>	<input type="text"/>
Datum Line		File Number	Office
<b>A-B</b>		<input type="text"/>	<input type="text"/>
Signature		<b>Subdivision Certificate</b> (Check One)	
Electronically signed via NSW LRS Connect by Jonathan Burke, dated 23/11/2023 03:15 PM.		<input type="checkbox"/> Authorised Person	
Surveyor Identification No.		<input type="checkbox"/> General Manager	
<b>SU000684</b>		<input type="checkbox"/> Registered Certifier	
Surveyor registered under the Surveying and Spatial Information Act 2002.		I, <input type="text"/>	
Plans Used in the preparation of this survey		certify that the provisions of 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.	
DP24603, DP791049, DP1002457, DP1035718, DP1061752, DP1063933, DP1225053, DP1246547, DP1256158		Signature	
		<input type="text"/>	
		Consent Authority	
		<input type="text"/>	
		Date of Endorsement	Subdivision Certificate Number
		<input type="text"/>	<input type="text"/>
		File Number	
		<input type="text"/>	
		Statement of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
		<input type="text"/>	
Surveyor's Reference 9064		Signatures, Seals and Section 88B Statements should appear on the following sheet(s)	


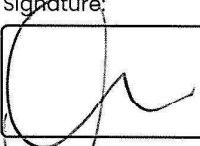





Plan Form 6_Digital (2021)	<b>Deposited Plan Administration Sheet</b>	Sheet 3 of 8
Registered  20/08/2024 OFFICE USE ONLY	<b>DP1300649</b>	
<b>Plan of Consolidation of lots 5 - 7 in DP24603</b>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
<del>Subdivision Certificate Number <input type="text"/></del>		
<del>Date of Endorsement <input type="text"/></del>		
<b>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:</b>		
<ol style="list-style-type: none"><li>1. Easement for Padmount Substation 2.775 Wide (A)</li><li>2. Restriction(s) on the use of Land (B)</li><li>3. Restriction(s) on the use of Land</li><li>4. Positive Covenant</li><li>5. Restriction(s) on the use of Land</li><li>6. Positive Covenant</li></ol>		
Surveyor's Reference 9064		

Plan Form 6_Digital (2021)	<b>Deposited Plan Administration Sheet</b>	Sheet 4 of 8						
Registered  20/08/2024 OFFICE USE ONLY	<b>DP1300649</b>							
<b>Plan of Consolidation of lots 5 - 7 in DP24603</b>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>							
<del>Subdivision Certificate Number <input type="text"/></del>								
<del>Date of Endorsement <input type="text"/></del>								
<p>Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified</p> <p>Company Name: <input type="text" value="CPD PENRITH DERBY PTY LTD"/></p> <p>Company ACN or ABN: <input type="text" value="ACN 650 759 765"/></p> <p>Authority: <input type="text" value="section 127 Corporations Act 2001"/></p> <table><tr><td>Signature: </td><td>Signature: </td></tr><tr><td>Name: <input type="text" value="James Harb"/></td><td>Name: <input type="text" value="Elie Ayoub"/></td></tr><tr><td>Position: <input type="text" value="Director / Secretary"/></td><td>Position: <input type="text" value="Director"/></td></tr></table>			Signature: 	Signature: 	Name: <input type="text" value="James Harb"/>	Name: <input type="text" value="Elie Ayoub"/>	Position: <input type="text" value="Director / Secretary"/>	Position: <input type="text" value="Director"/>
Signature: 	Signature: 							
Name: <input type="text" value="James Harb"/>	Name: <input type="text" value="Elie Ayoub"/>							
Position: <input type="text" value="Director / Secretary"/>	Position: <input type="text" value="Director"/>							
Surveyor's Reference 9064								

Plan Form 6_Digital (2021)	<b>Deposited Plan Administration Sheet</b>	Sheet 5 of 8
Registered  20/08/2024 OFFICE USE ONLY	<b>DP1300649</b>	
<b>Plan of Consolidation of lots 5 - 7 in DP24603</b>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>● A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>● Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>● Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>● Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
<del>Subdivision Certificate Number <input type="text"/></del>		
<del>Date of Endorsement <input type="text"/></del>		
<p>Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified</p> <p>Company Name: <input type="text" value="EMPIRE 777 PTY LTD"/></p> <p>Company ACN or ABN: <input type="text" value="ACN 650 662 776"/></p> <p>Authority: <input type="text" value="section 127 Corporations Act 2001"/></p> <p>Signature: <input type="text" value="James Harb"/></p> <p>Name: <input type="text" value="James Harb"/></p> <p>Position: <input type="text" value="Sole Director"/></p> <p>Signature: <input type="text"/></p> <p>Name: <input type="text"/></p> <p>Position: <input type="text"/></p>		
Surveyor's Reference 9064		

Plan Form 6_Digital (2021)	<b>Deposited Plan Administration Sheet</b>	Sheet 6 of 8						
Registered  20/08/2024 OFFICE USE ONLY	<h1>DP1300649</h1>							
<b>Plan of Consolidation of lots 5 - 7 in DP24603</b>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>							
<del>Subdivision Certificate Number <input type="text"/></del>								
<del>Date of Endorsement <input type="text"/></del>								
<p>Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified</p> <p>Company Name: <input type="text" value="GNJM GROUP PTY LTD"/></p> <p>Company ACN or ABN: <input type="text" value="ACN 650 660 352"/></p> <p>Authority: <input type="text" value="section 127 Corporations Act 2001"/></p> <table border="0"><tr><td>Signature: <input type="text" value="Anwar Harb"/></td><td>Signature: <input type="text"/></td></tr><tr><td>Name: <input type="text" value="Anwar Harb"/></td><td>Name: <input type="text"/></td></tr><tr><td>Position: <input type="text" value="Sole Director"/></td><td>Position: <input type="text"/></td></tr></table>			Signature: <input type="text" value="Anwar Harb"/>	Signature: <input type="text"/>	Name: <input type="text" value="Anwar Harb"/>	Name: <input type="text"/>	Position: <input type="text" value="Sole Director"/>	Position: <input type="text"/>
Signature: <input type="text" value="Anwar Harb"/>	Signature: <input type="text"/>							
Name: <input type="text" value="Anwar Harb"/>	Name: <input type="text"/>							
Position: <input type="text" value="Sole Director"/>	Position: <input type="text"/>							
Surveyor's Reference 9064								

Plan Form 6_Digital (2021)	<b>Deposited Plan Administration Sheet</b>	Sheet 7 of 8
Registered  20/08/2024 OFFICE USE ONLY	<b>DP1300649</b>	
<b>Plan of Consolidation of lots 5 - 7 in DP24603</b>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>● A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>● Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>● Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>● Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Subdivision Certificate Number <input type="text"/>		
Date of Endorsement <input type="text"/>		
Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified		
Company Name: <input type="text" value="JIJ PROPERTIES PTY LTD"/>		
Company ACN or ABN: <input type="text" value="ACN 650 663 102"/>		
Authority: <input type="text" value="section 127 Corporations Act 2001"/>		
Signature: 	Signature: <input type="text"/>	
Name: <input type="text" value="Elie Ayoub"/>	Name: <input type="text"/>	
Position: <input type="text" value="Sole Director"/>	Position: <input type="text"/>	
Surveyor's Reference 9064		

Plan Form 6_Digital (2021)	<b>Deposited Plan Administration Sheet</b>	Sheet 8 of 8
Registered  20/08/2024 OFFICE USE ONLY	<b>DP1300649</b>	
<b>Plan of Consolidation of lots 5 - 7 in DP24603</b>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>● A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>● Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>● Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>● Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
<del>Subdivision Certificate Number <input type="text"/></del>		
<del>Date of Endorsement <input type="text"/></del>		
<p>MORTGAGEE</p> <p>AU193379</p> <p>Signed on behalf of Perpetual Corporate Trust Limited ACN 000 341 533 by its Attorney(s)</p> <p>Name: Shaun Wright ..... </p> <p>Position: Executive General Manager- at La Trobe Financial Services Pty Ltd (ACN 003 479 527)</p> <p>under registered Book 4769 No.961 in the presence of:</p> <p>Signature of Witness..... </p> <p>Name of Witness : Evelyn Tarray</p> <p>Address of Witness: 25/333 Collins Street Melbourne VIC 3000</p>		
Surveyor's Reference 9064		

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

Plan: **DP1300649**

**Plan of Consolidation of lots 5 - 7 in DP24603**


Full Name and Address of the Owner(s) of the land

CPD PENRITH DERBY PTY LTD, EMPIRE 777 PTY LTD, GNJM  
GROUP PTY LTD and JIJ PROPERTIES PTY LTD  
Suite 5 734 Victoria Road Ryde NSW 2112

Covered by Subdivision Certificate No. **N/A**  
dated **N/A**

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of the easement, profit prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Padmount Substation 2.775 Wide (A)	1	Epsilon Distribution Ministerial Holding Corporation
2	Restriction(s) on the use of Land (B)	Part 1	Epsilon Distribution Ministerial Holding Corporation
3	Restriction(s) on the use of Land	1	Penrith City Council
4	Positive Covenant	1	Penrith City Council
5	Restriction(s) on the use of Land	1	Penrith City Council
6	Positive Covenant	1	Penrith City Council

 Digitally signed by  
Megan Dowds  
Date: 2024.03.20  
10:02:24 +11'00'

Attesting Witness



Electronic signature affixed by me,  
or at my direction, on 18/04/2024

Plan of Consolidation of lots 5 - 7 in DP24603

Plan: **DP1300649**

**Part 2 (Terms)**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan**

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

**Party empowered to release, vary or modify this item: Epsilon Distribution Ministerial Holding Corporation**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan**

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document.

**Party empowered to release, vary or modify this item: Epsilon Distribution Ministerial Holding Corporation**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan**

The proprietor of the burdened lot shall not:

- a. Erect, construct or place any building or other structure,
- b. Make alterations to the ground surface levels, grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structure associated with the on-site detention system,

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

**Party empowered to release, vary or modify this item: Penrith City Council**

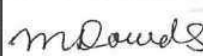
**Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan**

1. The registered proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structures of and incidental to the on-site detention system within the land so burdened to the satisfaction of Penrith City Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.
2. Where the registered proprietor of the burdened lots fails to comply with any written request of the Penrith City Council referred to in (1) above the registered proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.
3. Full and free right for the Penrith City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structure or alter surface levels to ensure the on-site detention system within the land so burdened functions in accordance with the approved Construction Certificate (Council Reference: DA16/0137.03).

**Party empowered to release, vary or modify this item: Penrith City Council**


**Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan**

The proprietor of the burdened lot shall not:

  
Digitally signed by Megan Dows  
Date: 2024.03.20 10:02:36 +11'00'

Attesting Witness

(Sheet 2 of 10 Sheets)

  
Electronic signature affixed by me,  
or at my direction, on 18/04/2024

Plan of Consolidation of lots 5 - 7 in DP24603

Plan: **DP1300649**

**Part 2 (Terms)**

- a. Erect, construct or place any building or other structure,
- b. Make alterations to the ground surface levels, grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers or any other structure associated with the water sensitive urban design measures,

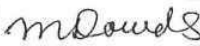
Within the land so burdened without the prior written consent of Penrith City Council.

**Party empowered to release, vary or modify this item: Penrith City Council**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan**

1. The registered proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structures of and incidental to the on-site detention system within the land so burdened to the satisfaction of Penrith City Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.
2. Where the registered proprietor of the burdened lots fails to comply with any written request of the Penrith City Council referred to in (1) above the registered proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.
3. Full and free right for the Penrith City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structure or alter surface levels to ensure the water sensitive urban design measures within the land so burdened functions in accordance with the approved Construction Certificate (Council Reference: DA16/0137.03).

**Party empowered to release, vary or modify this item: Penrith City Council**

 Digitally signed by Megan Dows  
Date: 2024.03.20 10:02:46 +11'00'

Attesting Witness



Electronic signature affixed by me,  
or at my direction, on 18/04/2024

Plan of Consolidation of lots 5 - 7 in DP24603

Plan: **DP1300649**

Signature Sheet

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:

CPD Penrith Derby Pty Ltd


Company ACN or ABN:

650 759 765

Authority:

Section 127 Corporations Act 2001

Signature:



Name:

James Harb

Position:

Director / Secretary

Signature:



Name:

Elie Ayoub

Position:

Director

Plan of Consolidation of lots 5 - 7 in DP24603

Plan: **DP1300649**

Signature Sheet

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:

Empire 777 Pty Ltd

Company ACN or ABN:

650 662 776

Authority:

Section 127 Corporations Act 2001

Signature:



Signature:

Name:

James Harb

Name:

Position:

Sole Director

Position:

Plan of Consolidation of lots 5 - 7 in DP24603

Plan: **DP1300649**

**Signature Sheet**

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified

Company Name:

GNJM Group Pty Ltd

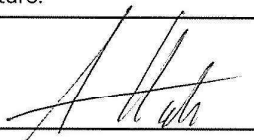
Company ACN or ABN:

650 660 352

Authority:

Section 127 Corporations Act 2001

Signature:



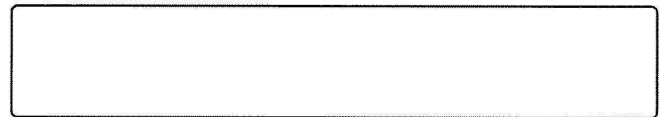
Name:

Anwar Harb


Position:

Sole Director

Signature:



Name:



Position:



Plan of Consolidation of lots 5 - 7 in DP24603

Plan: **DP1300649**

Signature Sheet

Executed on behalf of the Corporation named below by  
the authorised person(s) whose signature(s) appear  
below pursuant to the authority specified

Company Name:

JIJ Properties Pty Ltd

Company ACN or ABN:

650 663 102

Authority:

Section 127 Corporations Act 2001

Signature:



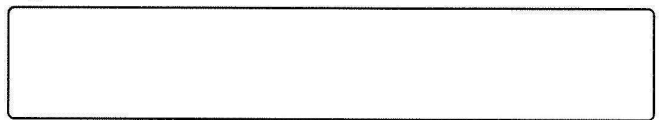
Name:

Elie Ayoub

Position:

Sole Director

Signature:



Name:



Position:



Plan of Consolidation of lots 5 - 7 in DP24603

Plan: **DP1300649**


**Signature Sheet**

Penrith City Council

Council by its authorised delegate pursuant to

Section 378 Local Government Act 1993

Signature of delegate


 Electronic signature affixed by me,  
or at my direction, on 18/04/2024

Name of delegate

Gavin Cherry

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

Signature of Witness

 Electronic signature affixed by me  
or at my direction, on 18/04/2024

Name of Witness

Abby Hale

Address of Witness

C/- 601 High Street Penrith

Plan of Consolidation of lots 5 - 7 in DP24603

Plan: **DP1300649**

Signature Sheet

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

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for


**Endeavour Energy Network Asset Partnership**  
**(ABN 30 586 412 717)**

on behalf of

**Epsilon Distribution Ministerial Holding Corporation**  
**(ABN 59 253 130 878)**

pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:

 Digitally signed by Megan Dowds  
Date: 2024.03.20 10:02:08 +11'00'

Name of witness:


Megan Dowds

Address of witness:

c/- Endeavour Energy  
Level 41, 8 Parramatta Square  
10 Darcy Street  
Parramatta NSW 2150

This document was signed in counterpart and witnessed over audio visual link in accordance with Section 14G of the Electronic Transactions Act 2000.

Signature of attorney:

 Digitally signed by Simon Lawton  
Date: 2024.03.20 09:37:49 +11'00'

Name and position of attorney:

Simon Lawton, Strategic Property Manager

Power of attorney:

Book  No

Endeavour Energy reference:

UML8653 - Retire PROP00057955 SSC

Plan of Consolidation of lots 5 - 7 in DP24603


Plan: **DP1300649**


Signature Sheet

MORTGAGEE

AU193379

Signed on behalf of Perpetual Corporate Trust Limited  
ACN 000 341 533 by its Attorney(s)

Name: Shaun Wright   
Position: Executive General Manager- at La Trobe Financial  
Services Pty Ltd (ACN 003 479 527)  
under registered Book 4769 No.961 in the presence of:

Signature of Witness   
Name of Witness : Evelyn Tarray  
Address of Witness: 25/333 Collins Street  
Melbourne VIC 3000

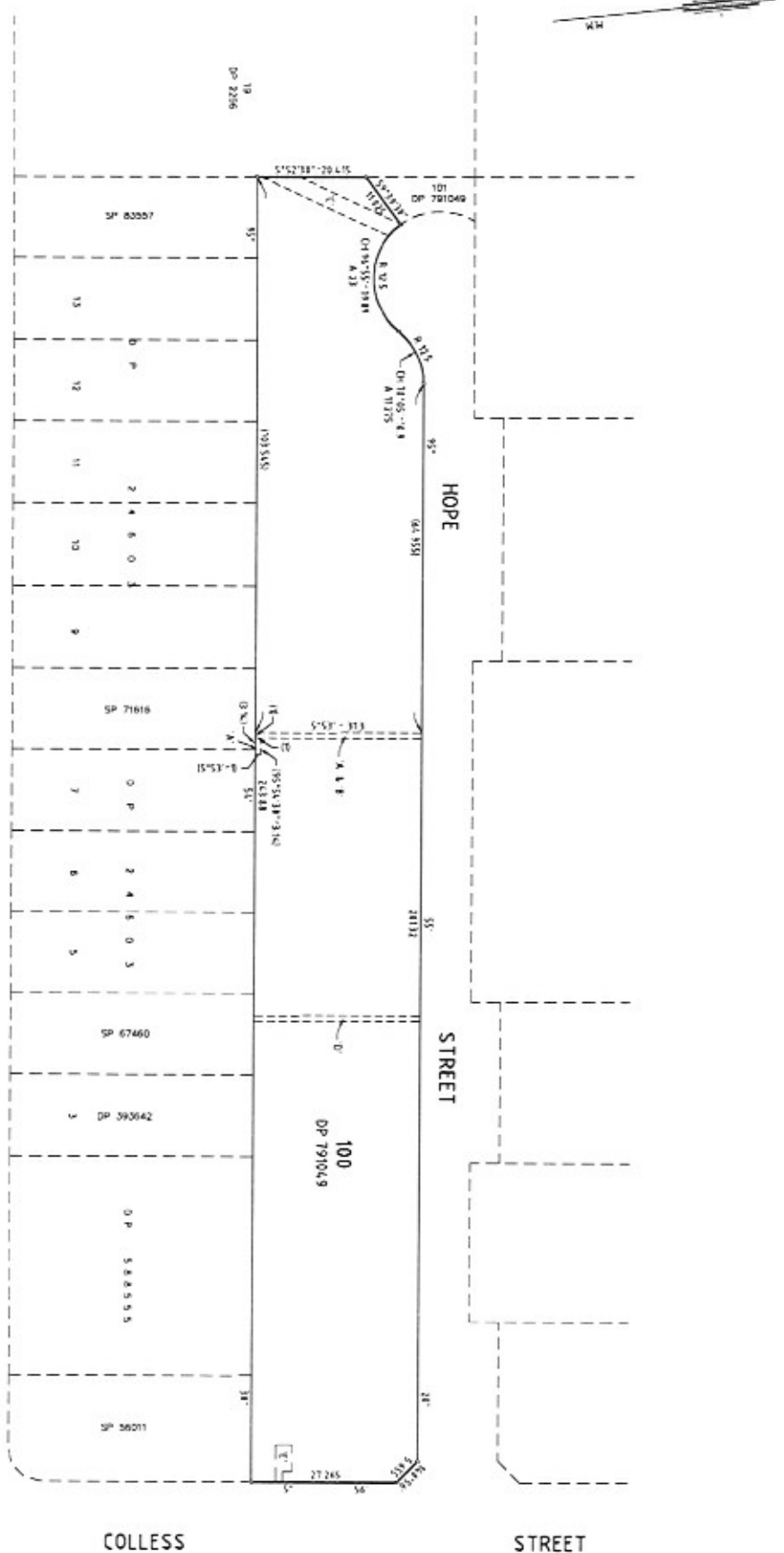
(Sheet 10 of 10 Sheets)

Downloaded from NSW LRS Connect on 01/08/2024 02:06 PM

REGISTERED:



20/08/2024



- A - EASEMENT TO ORGAN WATER TOWER
- B - EASEMENT TO ORGAN WATER TOWER EE 16/4/11
- C - EASEMENT TO ORGAN WATER TOWER DP 791049
- D - EASEMENT TO ORGAN WATER TOWER EE 16/4/11
- E - EASEMENT FOR ELECTRICITY PURPOSES DP 791049 & 248791

Surveyor: Date of Survey: Surveyor Ref:	LAYMOND TAYLOR M.A.O. 18/01/2018 187609	PLAN OF EASEMENT OVER LOT 100 DP 791049	LGA: PENRITH Locality: PENRITH Subdivision No:	Registered 13/9/2018	DP1246547
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<b>PLAN FORM 6 (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 2 sheet(s)
Registered:  13.9.2018 Title System: TORRENS	Office Use Only  <b>DP1246547 S</b>	Office Use Only
<b>PLAN OF EASEMENT OVER LOT 100 IN                  DP 791049</b>	LGA: PENRITH Locality: PENRITH Parish: MULGOA County: CUMBERLAND	
<p style="text-align: center;"><b>Survey Certificate</b></p> I, Raymond Tak Shing Kao of Ray Kao & Associates, 8 Acer Court, Cherrybrook NSW 2126 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on, or *(b) The part of the land shown in the plan ("being" excluding ..... ..... was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature: <u>Raymond Kao</u> Dated: 15/04/2018 Surveyor Identification No: 107 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	
Plans used in the preparation of survey/compilation.  DP791049 DP1049487 DP1002457 DP24603 SP71616 SP67460	<p style="text-align: center;"><b>Subdivision Certificate</b></p> I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: ..... Accreditation number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: .....  *Strike through if inapplicable.	
Surveyor's Reference: 1824dp	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

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

Office Use Only

Registered:  13.9.2018

DP1246547

PLAN OF EASEMENT OVER LOT 100 IN  
DP 791049

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

Subdivision Certificate number: .....

Date of Endorsement: .....

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED,  
IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1 WIDE (A)

Signed by me Jeng Wei Lim  
as Delegate of the above South Wales

Land and Honey Corporation (ABN 24 960729 253)

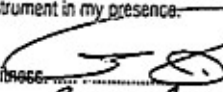

and I hereby certify that I have no notice  
of the execution of such delegates.

DANA LOWE  
223-239 Liverpool Rd  
ASHFIELD NSW 2131  
witness

Land and Property Information  
NEW SOUTH WALES

I certify the person(s) signing opposite,  
with whom I am personally acquainted or  
as to whose identity I am otherwise satisfied,  
signed this instrument in my presence.

Certified correct for the purposes of the  
Real Property Act 1900 by the person(s)  
named below who signed this  
instrument pursuant to the power of  
attorney specified

Signature of witness:  Signature of attorney: 

Name of witness: STUART BUSH Attorney's name: GRANT JAMES

Address of witness: 24 SUSSEX ST Attorney's position: MANAGER

SYDNEY Signing on behalf of: COMMONWEALTH  
BANK OF AUSTRALIA  
ABN 48 123 123 124

Power of attorney -Book: 4636 No: 703

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1824dp

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, POSITIVE COVENANT AND RESTRICTION INTENDED TO BE CREATED AND PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**



(Sheet 1 of 2 sheets)

**DP1246547 B**

Plan of Easement Over  
Lot 100 in DP 791049

Full name and address of  
the proprietor of the land:

NEW SOUTH WALES LAND  
AND HOUSING CORPORATION  
223-239 Liverpool Road  
ASHFIELD NSW 2131

**PART 1 (CREATION)**

Number of item shown in the intention panel on the plan	Identity of Easement, Positive Covenant or Restriction to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1 Wide (A)	Lot 100 DP 791049	Lots 5 & 6 & 7 DP 24603

**PART 2**

Name of Authority whose consent is required to release vary or modify the Easement firstly referred to in the abovementioned Plan:

**Penrith City Council**

Witness

Name: *CHRISTINE MARRIN*

Signature: *Christine Marrin*

Address: *40-601 High St  
PENRITH*

Approved by

*Gavin Cherny - Development Assessment Coordinator*

Name  
on behalf of  
**Penrith City Council**

*Gavin Cherny*  
Authorised Person

Signed pursuant to s.377 of the Local  
Government Act 1993

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, POSITIVE COVENANT AND RESTRICTION INTENDED TO BE CREATED AND PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 2 of 2 sheets)

**DP1246547**

Plan of Easement Over  
Lot 100 in DP 791049

**PART 2 (CONTINUED)**

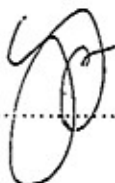
EXECUTED by  
**SSE CORP PTY LIMITED**  
(ACN: 145 069 692) in  
Accordance with Section 127  
of the Corporations Act 2001



.....  
Sole Director/Secretary

*SIMON ELIAS*

.....  
Name of Sole Director/Secretary



.....  
Signed by me, JENG WEI LAM.....



.....  
Signature of Witness

as Delegate of the New South Wales Land  
and Housing Corporation (ABN 24 960 729 253)  
and I hereby certify that I have no notice of  
the revocation of such delegation

*Dana Lowe*

.....  
Name of Witness  
223-231 Liverpool Rd,  
ASHFIELD NSW 2131


.....  
Address of Witness

**Land and Property Information**

**NEW SOUTH WALES**

I certify the person(s) signing opposite,  
with whom I am personally acquainted or  
as to whose identity I am otherwise satisfied,  
signed this instrument in my presence.

Certified correct for the purposes of the  
Real Property Act 1900 by the person(s)  
named below who signed this  
instrument pursuant to the power of  
attorney specified

Signature of witness: 

Name of witness: JAMES BUSH

Address of witness: 201 Sussex St  
SYDNEY

Signature of attorney: 

Attorney's name: CATHERINE HAYES

Attorney's position: MANAGER

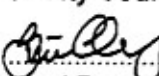
Signing on behalf of: **COMMONWEALTH  
BANK OF AUSTRALIA**  
ABN 48 123 123 124

Power of attorney -Book: 4636 No: 703

Approved by

*Gavin Cherry - Development Assessment  
coordinator*

Name  
on behalf of  
**Penrith City Council**

  
.....  
Authorised Person



R.P. 93-11 14 1955  
FEB 93-11 14 1955  
G 239401  
New South Wales  
**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)



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

*[Handwritten signature]*  
19/2/55

I, WE, FRANCIS DAVID JENKINS of Penrith Carpenter and IVY MAY JENKINS his wife

(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 TWO HUNDRED AND THIRTY POUNDS (£ 230.....) (the receipt whereof is hereby acknowledged) paid to us by

MARJORIE BOGAN of Derby Street, Penrith, Midow, (herein called transferee)

do hereby transfer to the said transferee  
ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part	Vol.	Fol.	
<u>Cumberland</u>	<u>Malgoa</u>	<u>Part</u>	<u>2805</u>	<u>96</u>	<u>Being Lot 5 in Deposited Plan 24603</u>

And the transferee covenants with the transferor: THE Transferee for herself and her assigns hereby for the benefit of the adjoining lands on the said Deposited Plan but only during the ownership thereof by the Transferors their and each of their executors administrators and assigns other than purchasers on sale covenant with the transferors their and each of their executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from such adjoining lands without the consent of the transferors their and each of their executors administrators and assigns but such consent shall not be withheld if such fence is erected without expense to the transferors their and each of their executors administrators and assigns and in favour of any persons dealing with the transferor or his assigns such consent shall be deemed to have been given in respect of every such offence for the time being erected and this restriction may be released varied or modified by the owner or owners for the time being of such adjoining lands.

ENCUMBRANCES, &c., REFERRED TO:

N1

Signed at Sydney the  
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the transferor IVY MAY JENKINS who is personally known to me

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

25<sup>th</sup> day of January 1955.  
Francis Jenkins  
Transferor.\*

Ivy May Jenkins

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

Marjorie Bogan  
S. W. W. W.  
Solicitor for the Transferee(s) whose signature cannot be obtained without difficulty and delay.

\* 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 back of form signed by the attorney before a witness.

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

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

THIS SPACE TO BE LEFT FREE FROM NOTATION.

(Trusts must not be disclosed in the transfer.)  
Typing or handwriting in this instrument should not extend into the margin.  
If a full estate exists not in fee simple and entitles the transferee to the land, the transferee must be shown.  
If two or more, state whether as joint tenants or tenants in common.  
If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be adopted. Any annexure must be signed by the parties and their signatures witnessed.  
If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot 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. No. ...."  
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.  
Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919. Note: 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 of the same size and quality of paper as this instrument should be used.  
A very short note will suffice.  
If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.  
Repeat attestation if necessary.  
If the Transferor or Transferees sign by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

From A. S. LAMROCK & SON,  
 SOLICITORS,  
 PENRITH.

No. **G 239401** LODGED BY \_\_\_\_\_  
**CONSENT OF MORTGAGEE!**  
 (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 consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_

who is personally known to me.

..... Mortgagee.

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

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in the presence of— \_\_\_\_\_

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

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

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

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

INDEXED <i>Up</i>	MEMORANDUM OF TRANSFER <i>Subject to covenant</i>  <b>M.P.D.</b>	DOCUMENTS LODGED HEREWITH To be filled in by person lodging dealing.
Checked by <i>AR</i> <i>SM</i>	Particulars entered in Register Book, Volume <u>2805</u> Folio <u>96</u>	1 _____ Received Docs. 2 _____ Noa. 3 _____ 4 _____ 5 _____ 6 _____ Receiving Clerk. 7 _____
Passed (in S.D.B.) by <i>at 11/55</i>	the <u>23<sup>rd</sup></u> day of <u>February</u> 19 <u>55</u> at _____ minutes past <u>2</u> o'clock in the _____	
Signed by <i>J.H.P.</i>	<i>J. H. Pells</i> Registrar-General	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

**PROGRESS RECORD.**

	Initialed	Date
Sent to Survey Branch		
Received from Records		
Draft written ...		
Draft examined ...		
Diagram prepared ...		
Diagram examined ...		
Draft forwarded ...		
Supt. of Engravers ...		
Cancellation Clerk ...		
Vol. <u>6553</u>		Fol. <u>111</u>

**EXECUTION OUTSIDE NEW SOUTH WALES.**

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.

The fees are:—Upon lodgment (a) £3-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £2-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an agreement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 1/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Transfers 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.

*G 239402 to follow.*



New South Wales  
**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)



Lodgment : :  
Endorsement : :  
Certificate : :  
: :  
: :  
: :

(Trans must not be disposed of by the transfer.)  
Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible in permanent black or blue-black non-copying ink.

**WE - I, FRANCIS DAVID JENKINS** of Penrith Carpenter and **IVY MAY** 7/7/55

**JENKINS** his Wife (herein called transferors)  
being registered as the proprietors 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 **TWO HUNDRED AND FIFTY POUNDS** (£250) (the receipt whereof is hereby acknowledged) paid to us by

**JAMES OTTER TURNER** of Lethbridge Street Penrith Carpenter (herein called transferee)

do hereby transfer to the said transferee  
ALL such our Estate and Interest in ALL THE land mentioned in the schedule following :-

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	MULGOA	PART	2805	96 <del>95</del>	being Lot 6 in Deposited Plan Number 24603

And the transferee covenants with the transferors that no fence shall be erected on the land hereby transferred so as to divide it from any adjoining land of the transferors without the consent of the transferors PROVIDED ALWAYS that consent shall not be withheld if any such fence is erected without expense to the transferors and in favour of any person dealing with the transferors or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected AND PROVIDED FURTHER that this covenant shall only endure so long as any land adjoining the land hereby transferred shall be owned by the transferors their executors administrators and assigns other than purchasers on sale AND it is hereby declared (a) that the land subject to the burden of the above mentioned covenant is the land hereby transferred (b) that the land to which the benefit of the said covenant is intended to be appurtenant is the balance of the land owned by the Transferors and (c) that the person by whom the said covenants may be released varied or modified are the transferors their executors administrators and assigns other than purchasers on sale  
**ENCUMBRANCES, &c., REFERRED TO.\***

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE - See Foot Note.

- a If a less estate, state "out" in fee simple and interline the required alteration.
- b Full postal address of transferee must be shown.
- c If to two or more, state whether as joint tenants or tenants in common.
- d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.
- e If part only of the land comprised in a Certificate of Title is transferred add "part" before 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. No. 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.
- f Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1923. 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 of the same size and quality of paper as this instrument should be used.
- g A very short note will suffice.

h If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

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

Signed at Penrith the 10<sup>th</sup> day of June 1955.  
Signed in my presence by the transferor(s)  
Francis David Jenkins  
WHO IS PERSONALLY KNOWN TO ME  
Glaucher  
Solicitor

Transferor.\*  
Ivy May

Signed in my presence by the transferee  
John Lam  
Solicitor  
WHO IS PERSONALLY KNOWN TO ME  
Ednaugh  
Solicitor  
Penrith.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.  
J. C. Jones  
Transferee(s).

\* 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 back of form signed by the attorney before a witness.  
† N.B. - Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.  
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **G 326692**

LODGED BY **E.L.O'LOUGHIAN**  
 Solicitor  
**PENRITH**

**CONSENT OF MORTGAGEE!**  
 (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 consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

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

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.<sup>2</sup>

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in the presence of— \_\_\_\_\_

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

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

<sup>1</sup> 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 by or one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.	INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
	<i>UP</i>	<i>subject to covenant</i>	To be filled in by person lodging dealing.
	Checked by <i>[Signature]</i>	Particulars entered in Register Book, Volume <u>2805</u> Folio <u>96</u>	1 _____
	Passed (in S.D.B.) by <i>[Signature]</i>		2 _____
	<u>14/7/53</u> the <u>12<sup>th</sup></u> day of <u>July</u> 19 <u>53</u> at _____		3 _____
	Signed by <i>[Signature]</i>	<i>J. H. Pellis</i> Registrar-General.	4 _____
			5 _____
		6 _____	
		7 _____	

**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch		
Received from Records	<i>[Signature]</i>	<i>14/7/53</i>
Draft written ...	<i>[Signature]</i>	<i>9/7/53</i>
Draft examined ...	<i>[Signature]</i>	<i>14/7/53</i>
Diagram prepared ...	<i>[Signature]</i>	<i>16/7</i>
Diagram examined ...	<i>[Signature]</i>	<i>16/7</i>
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
Vol. <u>7027</u> Fol. <u>76</u>		

**EXECUTION OUTSIDE NEW SOUTH WALES.**

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.

The fees are:—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the Transfer, (d) 5/- for each new Certificate of Title issued, (e) 10/- where the Transfer contains covenant purporting to affect the use of any land, (f) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (g) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (h) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (i) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

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

24608

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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Property No: 807074  
Your Reference: 018488  
Contact No.

Issue Date: 07 July 2025  
Certificate No: 25/03261

Issued to: Gavel & Page Lawyers  
PO Box 425  
KINGSGROVE NSW 1480

PRECINCT 2010

**DESCRIPTION OF LAND**

**County: CUMBERLAND Parish: MULGOA**

**Location:** 115 Derby Street PENRITH NSW 2750

**Land Description:** Lot 1 DP 1300649

**- PART 1 PRESCRIBED MATTERS -**

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

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs**

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

The following Local environmental planning instruments apply to the land:

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

The following State environmental planning instruments apply to the land:

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water*

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

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

State Environmental Planning Policy (Housing) 2021.

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

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

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

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

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

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

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

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

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

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

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

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

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

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

A draft amendment to Penrith Development Control Plan (DCP) 2014 applies to this land. The draft amendment pertains to Child Care Centres and minor housekeeping amendments to Glenmore Park Stage 3 and Orchard Hills North (as per land areas indicated in Penrith DCP 2014). See [www.yoursaypenrith.com.au](http://www.yoursaypenrith.com.au) for details.

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

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

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

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

**1 Objectives of zone**

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

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

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

**4 Prohibited**

Rural workers' dwellings; Any other development not specified in item 2 or 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3 CONTRIBUTIONS PLANS**

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

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

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *St Marys*, Waterside, Thornton, the WELL Precinct, Glenmore Park Stage 1 and 2, and Erskine Park) and land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

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

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

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

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**4 COMPLYING DEVELOPMENT**

***HOUSING CODE***

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

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

***RURAL HOUSING CODE***

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

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

***LOW RISE HOUSING DIVERSITY CODE***

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

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

***GREENFIELD HOUSING CODE***

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

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

***HOUSING ALTERATIONS CODE***

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

***GENERAL DEVELOPMENT CODE***

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

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

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

***INDUSTRIAL AND BUSINESS BUILDINGS CODE***

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

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

***CONTAINER RECYCLING FACILITIES CODE***

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

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

***SUBDIVISIONS CODE***

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

***DEMOLITION CODE***

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

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

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

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

***FIRE SAFETY CODE***

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

**NOTE:**

(1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with

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

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

**5 EXEMPT DEVELOPMENT**

***GENERAL EXEMPT DEVELOPMENT CODE***

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

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

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

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

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

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

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

**7 LAND RESERVED FOR ACQUISITION**

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

**8 ROAD WIDENING AND ROAD REALIGNMENT**

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

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

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**9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

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

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

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

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

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

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

**(a) Council Policies**

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

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

**(b) Other Public Authority Policies**

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

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

**11 BUSH FIRE PRONE LAND**

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

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***12 LOOSE FILL ASBESTOS INSULATION***

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

***13 MINE SUBSIDENCE***

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

***14 PAPER SUBDIVISION INFORMATION***

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

***15 PROPERTY VEGETATION PLANS***

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

***16 BIODIVERSITY STEWARDSHIP SITES***

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

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

***17 BIODIVERSITY CERTIFIED LAND***

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

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

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

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

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

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

***20 WESTERN SYDNEY AEROTROPOLIS***

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

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

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

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

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

(Information is provided in this section only if:

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

(2) State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land and a statement setting out terms of a kind referred to in the Policy, section 21(1) or 40(1) have been imposed as a condition of consent in relation to the land.

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

***23 WATER OR SEWERAGE SERVICES***

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

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**24 SPECIAL ENTERTAINMENT PRECINCT**

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

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

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

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

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

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

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

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

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**10.7(5) Certificate**

**This Certificate is directed to the following  
relevant matters affecting the land**

When information pursuant to section 10.7(5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 10.7(6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (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.

**Note:**

- Council's 10.7(5) information does not include development consent or easement information. Details of development consents may be obtained by making enquiries with Council's Development Services Department pursuant to section 12 of the Local Government Act 1993 or (for development applications lodged after January 2007) by viewing the Online Services area at [www.penrithcity.nsw.gov.au](http://www.penrithcity.nsw.gov.au). Details of any easements may be obtained from a Title Search at Land and Property Information New South Wales.
- This certificate does not contain information relating to Complying Development Certificates.
- This certificate may not provide full details of development rights over the land.

\* Biodiversity Conservation Act 2016

When considering any development application Council must have regard to the Biodiversity Conservation Act 2016. Please note that this legislation may have application to any land throughout the city. Interested persons should make their own enquiries in regard to the impact that this legislation could have on this land.

\* Restrictions as to User

This property is subject to restriction(s) as to user. See current or previous Section 88B Instrument(s) for details.

\* Covenant(s)

This land is affected by a covenant or covenants.

\* Preservation of Trees and Vegetation

See Chapter C2 of Penrith Development Control Plan 2014 for specific controls relating to the preservation of trees and vegetation.

\* Development Control Plan General Information

Penrith Development Control Plan 2014 which applies to the land, sets out requirements for a range of issues that apply across the Penrith Local Government Area, including:

- Site Planning and Design Principles
- Vegetation Management
- Water Management
- Land Management
- Waste Management
- Landscape Design

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

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- Culture and Heritage
- Public Domain
- Advertising and Signage
- Transport, Access and Parking
- Subdivision
- Noise and Vibration
- Infrastructure and Services, and
- Urban Heat Management.

The Development Control Plan also specifies requirements relating to various types of land uses including:

- Rural Land Uses
- Residential Development
- Commercial and Retail Development, and
- Industrial Development

as well as for a number of specific activities, including child care centres; health consulting rooms; educational establishments; parent friendly amenities; places of public worship; vehicle repair stations; cemeteries, crematoria and funeral homes; extractive industries; and telecommunication facilities.

The Development Control Plan also details requirements relating to key precincts within the Penrith Local Government Area, including:

- Caddens
- Claremont Meadows Stage 2
- Cranebrook
- Emu Heights
- Emu Plains
- Erskine Business Park
- Glenmore Park
- Kingswood
- Luddenham Road Industrial Business Park
- Mulgoa Valley
- Orchard Hills North
- Penrith
- Penrith Health and Education Precinct
- Riverlink Precinct
- St Clair,
- St Marys / St Marys North, and
- Sydney Science Park.

Penrith Development Control Plan 2014 may be accessed at

<https://www.penrithcity.nsw.gov.au/Building-and-Development/Planning-and-Zoning/Planning-Controls/Development-Control-Plans/>

The lot is affected by the State Environmental Planning Policy (Transport and Infrastructure) 2021 Chapter 2 Infrastructure, Clause 2.77 Determination of development applications.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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Western Sydney International (Nancy-Bird Walton) Airport

On 24 October 2023, the Australian Government released a draft Environmental Impact Statement for the preliminary flight paths for the Western Sydney International (Nancy-Bird Walton) Airport. The draft Environmental Impact Statement examines the environmental, health, social and economic impacts of the proposed flight paths.

The Australian Government has also released an Aircraft Overflight Noise Tool which indicates the preliminary flight path design and aircraft overflight and noise information.

Enquiries regarding the Western Sydney Airport should be made with the Australian Government ([www.wsiflightpaths.gov.au](http://www.wsiflightpaths.gov.au)).

**Notes:**

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

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

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

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

per



9 July 2025

**Infotrack Pty Limited**

**Reference number: 8004446852**

**Property address: 115-119 Derby St Penrith NSW 2750**

## **Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

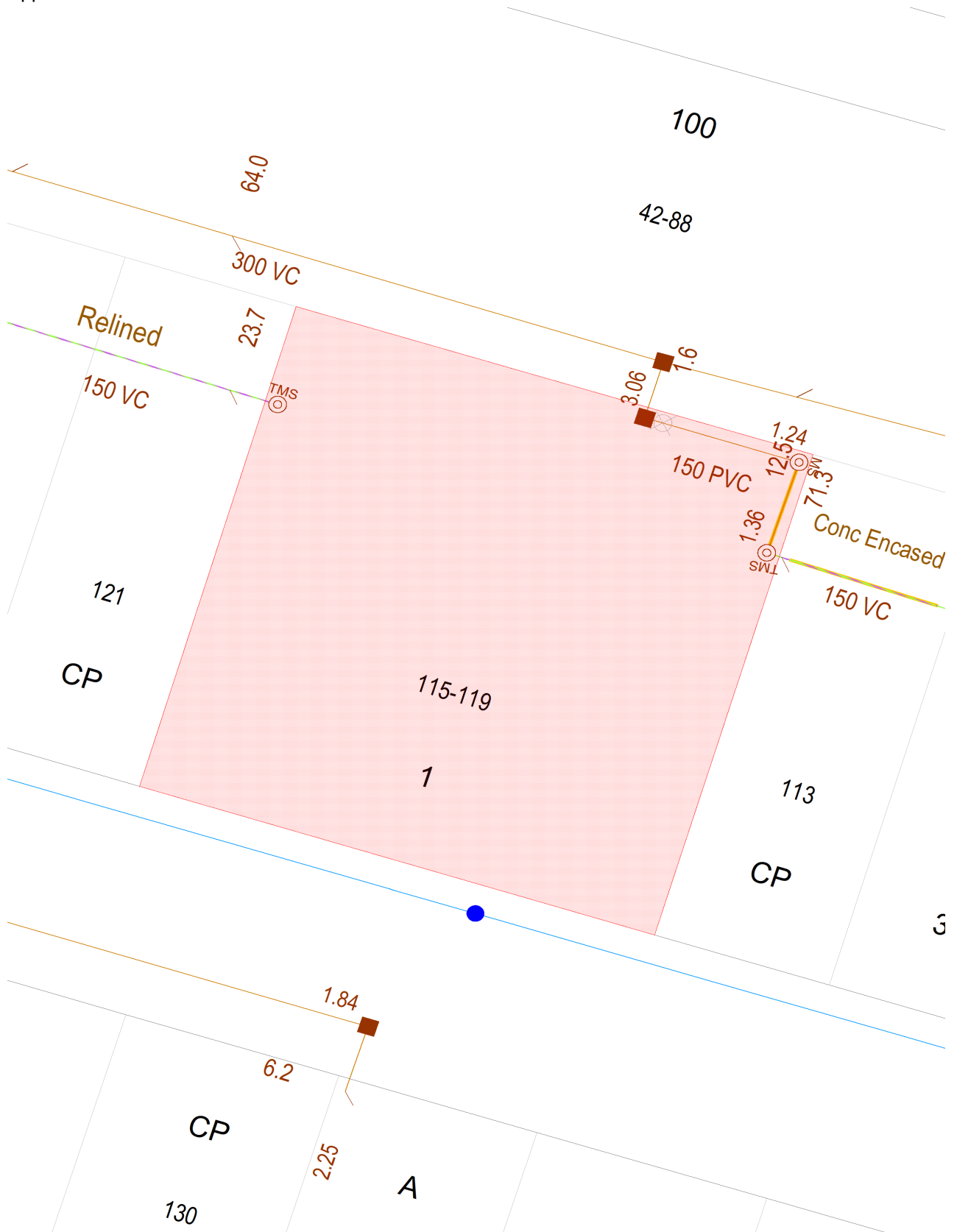
This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

**The Sydney Water team**

**Service Location Print**  
Application Number: 8004446851



Document generated at 09-07-2025 01:10:51 PM

**Disclaimer**

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

# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

## Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

<b>VENDOR</b>	
<b>PROPERTY</b>	

<b>TITLE STRUCTURE</b>	
<b>Will the lot be a lot in a strata scheme?</b>	No Yes
<b>Will the lot also be subject to a Strata Management Statement or Building Management Statement?</b>	No Yes
<b>Will the lot form part of a community, precinct or neighbourhood scheme?</b>	No Yes If Yes, please specify scheme type:

<b>DETAILS</b>					
<b>Completion</b>			<b>Refer to clause(s):</b>		
<b>Is there a sunset date?</b>	No Yes	<b>Can this date be extended?</b>	No Yes	<b>Refer to clause(s):</b>	
<b>Does the purchaser pay anything more if they do not complete on time?</b>	No Yes	Provide details, including relevant clause(s) of contract:			
<b>Has development approval been obtained?</b>	No Yes	Development Approval No:			
<b>Has a principal certifying authority been appointed?</b>	No Yes	Provide details:			
<b>Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?</b>	No Yes	Provide details, including relevant clause(s) of contract:			

<b>ATTACHMENTS</b> (s66ZM(2) of the Conveyancing Act 1919)	
<b>The following prescribed documents are included in this disclosure statement (select all that apply).</b>	
draft plan s88B instrument proposed to be lodged with draft plan proposed schedule of finishes draft strata by-laws draft strata development contract	draft community/precinct/neighbourhood/management statement draft community/precinct/neighbourhood/development contract draft strata management statement draft building management statement

SP FORM 3.01	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 7 sheet(s)
Office Use Only  Registered:		Office Use Only
<b>PLAN OF SUBDIVISION OF: LOTS 5, 6, AND 7 IN DP24603</b>	LGA: PENRITH Locality: PENRITH Parish: MULGOA County: CUMBERLAND	
This is a freehold Strata Scheme		
Address for Service of Documents  115-119 Derby Street PENRITH NSW 2750  Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.	
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> <p>I, _____ of SDG PTY LTD PO Box, 2572 North Parramatta 1750, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>‡The building encroaches on:</p> <p>*(a) a public place</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....</p> <p>Signature: .....</p> <p>Date: .....</p> <p>Surveyor ID:</p> <p>Surveyor's Reference: 9064</p> <p>^ Insert the deposited plan number or dealing number of the instrument that created the easement</p>	<p style="text-align: center;"><b>Strata Certificate (Registered Certifier)</b></p> <p>I ..... being a Registered Certifier, registration number ....., certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p><del>*(a) This plan is part of a development scheme.</del></p> <p><del>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</del></p> <p><del>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</del></p> <p>Certificate Reference: .....</p> <p>Relevant Planning Approval No.: .....</p> <p>issued by: .....</p> <p>Signature: .....</p> <p>Date: .....</p> <p>^ Insert lot numbers of proposed utility lots.</p>	
* Strike through if inapplicable		

Office Use Only	Office Use Only
Registered:	

**VALUER'S CERTIFICATE**

I, \* ..... of .....

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

Professional Body:.....

Class of membership:.....

Membership number:.....

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

Signature: ..... Date .....

\* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Lot No	Unit Entitlement	Lot No	Unit Entitlement	Lot No	Unit Entitlement	Lot No	Unit Entitlement
1		17		33		49	
2		18		34		50	
3		19		35		51	
4		20		36		52	
5		21		37		53	
6		22		38		54	
7		23		39		55	
8		24		40		56	
9		25		41		57	
10		26		42		58	
11		27		43		59	
12		28		44		60	
13		29		45		61	
14		30		46		62	
15		31		47			
16		32		48			
						Total	

Office Use Only

Office Use Only

Registered:

No.	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP	-	115-119	Derby	Street	Penrith
1		115-119	Derby	Street	Penrith
2		115-119	Derby	Street	Penrith
3		115-119	Derby	Street	Penrith
4		115-119	Derby	Street	Penrith
5		115-119	Derby	Street	Penrith
6		115-119	Derby	Street	Penrith
7		115-119	Derby	Street	Penrith
8		115-119	Derby	Street	Penrith
9		115-119	Derby	Street	Penrith
10		115-119	Derby	Street	Penrith
11		115-119	Derby	Street	Penrith
12		115-119	Derby	Street	Penrith
13		115-119	Derby	Street	Penrith
14		115-119	Derby	Street	Penrith
15		115-119	Derby	Street	Penrith
16		115-119	Derby	Street	Penrith
17		115-119	Derby	Street	Penrith
18		115-119	Derby	Street	Penrith
19		115-119	Derby	Street	Penrith
20		115-119	Derby	Street	Penrith
21		115-119	Derby	Street	Penrith
22		115-119	Derby	Street	Penrith
23		115-119	Derby	Street	Penrith
24		115-119	Derby	Street	Penrith
24		115-119	Derby	Street	Penrith
25		115-119	Derby	Street	Penrith
26		115-119	Derby	Street	Penrith
27		115-119	Derby	Street	Penrith
28		115-119	Derby	Street	Penrith
29		115-119	Derby	Street	Penrith
30		115-119	Derby	Street	Penrith
31		115-119	Derby	Street	Penrith

"A"

Office Use Only

Office Use Only

Registered:

No.	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
32	-	115-119	Derby	Street	Penrith
33		115-119	Derby	Street	Penrith
34		115-119	Derby	Street	Penrith
35		115-119	Derby	Street	Penrith
36		115-119	Derby	Street	Penrith
37		115-119	Derby	Street	Penrith
38		115-119	Derby	Street	Penrith
39		115-119	Derby	Street	Penrith
40		115-119	Derby	Street	Penrith
41		115-119	Derby	Street	Penrith
42		115-119	Derby	Street	Penrith
43		115-119	Derby	Street	Penrith
44		115-119	Derby	Street	Penrith
45		115-119	Derby	Street	Penrith
46		115-119	Derby	Street	Penrith
47		115-119	Derby	Street	Penrith
48		115-119	Derby	Street	Penrith
49		115-119	Derby	Street	Penrith
50		115-119	Derby	Street	Penrith
52		115-119	Derby	Street	Penrith
53		115-119	Derby	Street	Penrith
54		115-119	Derby	Street	Penrith
55		115-119	Derby	Street	Penrith
56		115-119	Derby	Street	Penrith
57		115-119	Derby	Street	Penrith
58		115-119	Derby	Street	Penrith
59		115-119	Derby	Street	Penrith
60		115-119	Derby	Street	Penrith
61		115-119	Derby	Street	Penrith
62		115-119	Derby	Street	Penrith

<p style="text-align: center;">Office Use Only</p> <p>Registered:</p>	<p style="text-align: center;">Office Use Only</p>
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This sheet is for the provision of the following information as required:

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

<p>EXECUTED by )</p> <p>JIJ Properties Pty Ltd )</p> <p>ACN 650 663 102 )</p> <p>in accordance with s127 of )</p> <p>the Corporations Act 2001 )</p>		<p>.....</p> <p><b>Signature</b></p> <p>Director</p> <p>.....</p> <p><b>Signature</b></p> <p>Director/Secretary</p>
<p>EXECUTED by )</p> <p>GNJM Group Pty Ltd )</p> <p>ACN 650 660 352 )</p> <p>in accordance with s127 of )</p> <p>the Corporations Act 2001 )</p>		<p>.....</p> <p><b>Signature</b></p> <p>Director</p> <p>.....</p> <p><b>Signature</b></p> <p>Director/Secretary</p>
<p>EXECUTED by )</p> <p>CPD Penrith Derby Pty Ltd )</p> <p>ACN 650 759 765 )</p> <p>in accordance with s127 of )</p> <p>the Corporations Act 2001 )</p>		<p>.....</p> <p><b>Signature</b></p> <p>Director</p> <p>.....</p> <p><b>Signature</b></p> <p>Director/Secretary</p>

<p style="text-align: center;">Office Use Only</p> <p>Registered:</p>	<p style="text-align: center;">Office Use Only</p>
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This sheet is for the provision of the following information as required:

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

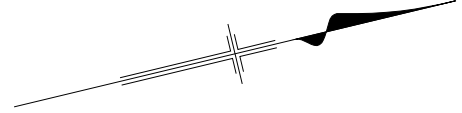
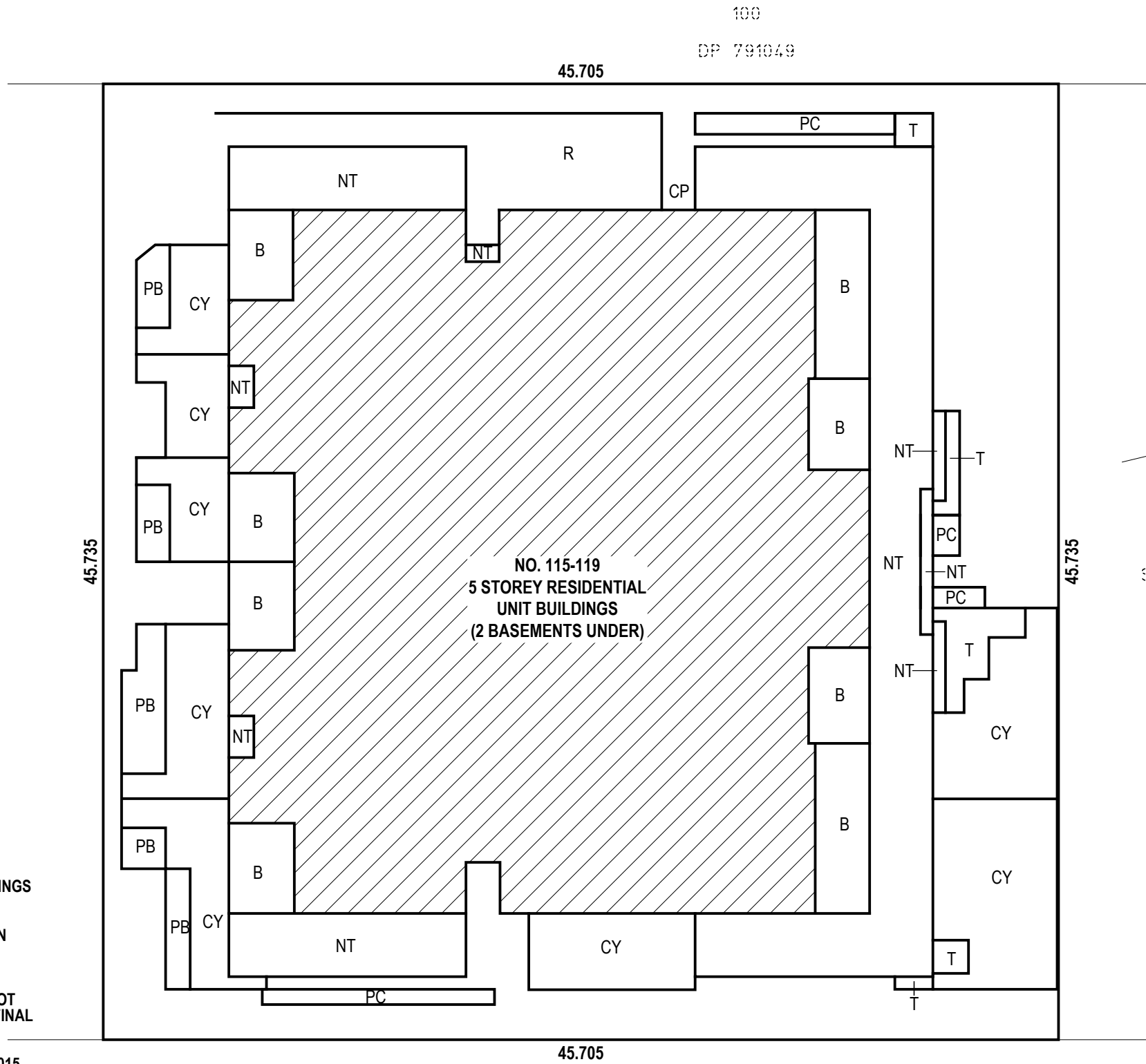
<p>EXECUTED by )          Empire 777 Pty Ltd )          ACN 650 662 776 )          in accordance with s127 of )          the Corporations Act 2001 )</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;"><b>Signature</b> Director</p> <p style="text-align: center;">.....</p> <p style="text-align: center;"><b>Signature</b> Director/Secretary</p>
--	---

"A"

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 7 of 7 sheet(s)
Office Use Only  Registered:		Office Use Only
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>• Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>		
<p><u>Consent of Mortgagee</u></p>		
Surveyor's Reference: 8376-2		

DRAFT PLAN - SUBJECT TO FINAL SURVEY

LOCATION PLAN



NOTES:

THIS PLAN IS PREPARED FROM OUR INTERPRETATION OF THE ARCHITECTURAL DRAWINGS BY CDRARCHITECTS ISSUE A00.11

WE ADVISE THE PLAN SHOULD BE UPDATED AT COMPLETION OF YOUR CONSTRUCTION CERTIFICATE PLANS TO DETERMINE ANY VARIATIONS THAT MAY IMPACT YOUR CONTRACTUAL OBLIGATIONS

DIMENSIONS AND AREAS HAVE BEEN DETERMINED FROM DIGITAL PLANS AND HAVE NOT BEEN MEASURED THEREFORE THEY ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY

THE STRATA AREA SHOWN IS BASED ON THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND MAY VARY FROM MARKETING PLANS

THIS PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY LAND REGISTRY SERVICES

WE ADVISE THAT ALTERATIONS AND ADDITIONS BEYOND THE CONTROL OF THE SURVEYOR WILL BE REQUIRED PRIOR TO FINAL ACCEPTANCE AND REGISTRATION

CAUTION MUST BE EXERCISED IF ANY RELIANCE IS PLACED ON THE INFORMATION IN THIS PLAN FOR ANY DEALINGS INVOLVING THE LAND AND ANY ISSUES SHOULD BE REFERRED TO THE SURVEYOR

CP	COMMON PROPERTY
B	BALCONY
CY	COURTYARD
NT	NON-TRAFFICABLE ROOF (CP)
PB	PLANTER
PC	PLANTER (CP)
R	RAMP (CP)
T	TERRACE

Surveyor:  
JONATHAN BURKE  
Date:  
Surveyor's Ref: 9064

PLAN OF SUBDIVISION OF LOTS 5, 6 & 7 IN DP24603

L G A: PENRITH  
Locality: PENRITH  
Reduction Ratio 1:250  
Lengths are in metres.

THIS DRAFT PLAN HAS BEEN PREPARED BY

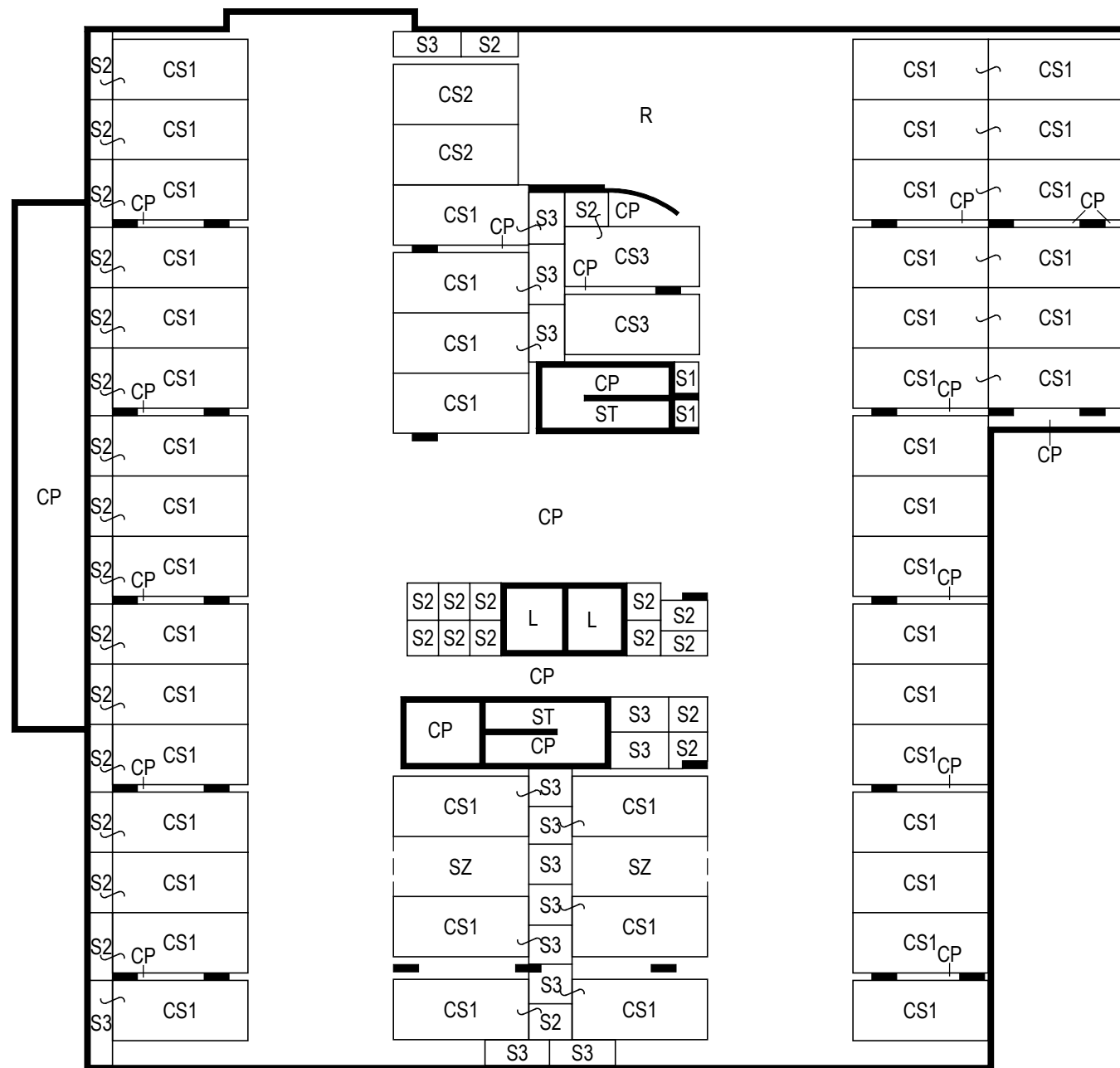
SDG Pty Ltd abn 85 213 523 621  
WWW.SDG.NET.AU

SP.....  
Issue: B 17-Jul-2025

DRAFT PLAN - SUBJECT TO FINAL SURVEY

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

Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m <sup>2</sup> )
CS1	2.4x5.4	13
CS2	2.4x4.97	12
CS3	2.4x5.38	13



**NOTES:-**

COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES

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

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

ALL ANGLES ARE RIGHT ANGLES

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**BASEMENT 2**

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

Surveyor:  
JONATHAN BURKE  
Date:  
Surveyor's Ref: 9064

PLAN OF SUBDIVISION OF LOTS 5, 6 & 7 IN DP24603

L G A: PENRITH  
Locality: PENRITH  
Reduction Ratio: 1:250  
Lengths are in metres.

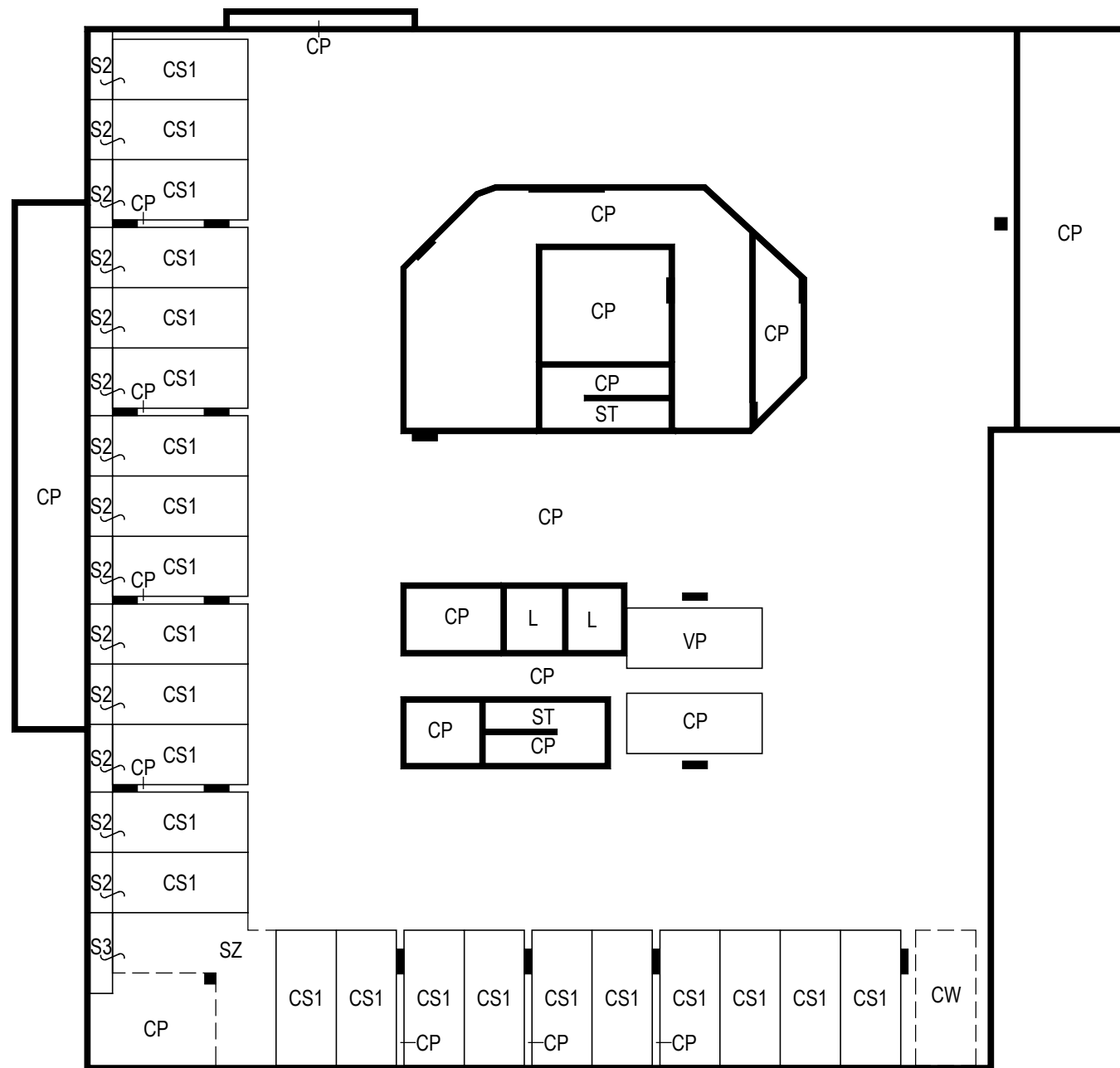
THIS DRAFT PLAN  
HAS BEEN PREPARED BY  
  
SDG Pty Ltd abn 85 213 523 621  
WWW.SDG.NET.AU

**SP.....**  
Issue: B 17-Jul-2025

DRAFT PLAN - SUBJECT TO FINAL SURVEY

Storage Schedule	
Tag	Area(m <sup>2</sup> )
S2	2
S3	3

Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m <sup>2</sup> )
CS1	2.4x5.4	13




**NOTES:-**

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

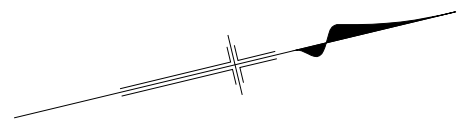
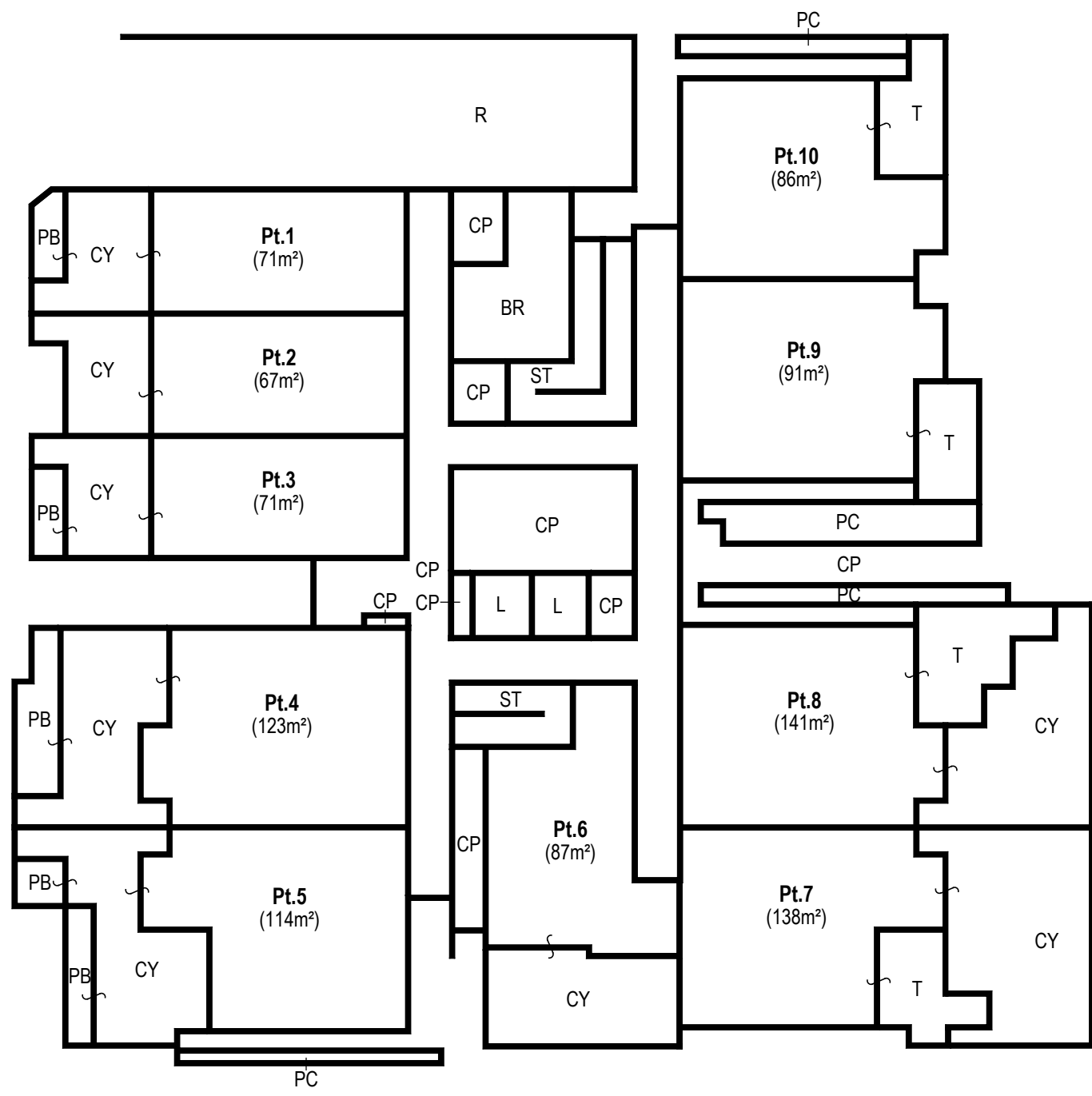
CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
CW	CAR WASH BAY (CP)
L	LIFT (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
VP	VISITOR PARKING (CP)

**BASEMENT 1**

Surveyor: JONATHAN BURKE  Date: Surveyor's Ref: 9064	<b>PLAN OF SUBDIVISION OF LOTS 5, 6 &amp; 7 IN DP24603</b>	L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:250 Lengths are in metres.	THIS DRAFT PLAN HAS BEEN PREPARED BY  SDG Pty Ltd abn 85 213 523 621 WWW.SDG.NET.AU	<b>SP.....</b> Issue: B 17-Jul-2025
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DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Area (m <sup>2</sup> )				
* - composite area				
Lot	Unit	CY	PB	T
1	50	17	4	-
2	50	17	-	-
3	50	17	4	-
4	81	32	10	-
5	74	32	8*	-
6	59	28	-	-
7	73	53	-	12
8	81	43	-	17
9	81	-	-	10
10	74	-	-	12



**NOTES:-**

THE STRATUM OF EACH PLANTER BOX IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

WHERE NOT OVER THE BASEMENT OR STORMWATER DRAINAGE TANK THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT

WHERE NOT OVER THE BASEMENT OR STORMWATER DRAINAGE TANK THE LIMIT OF THE STRATUM OF THE ELEVATED TERRACE IS 2 BELOW AND 2.5 ABOVE ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRUCTURE OF ALL TIMBER DECKING, CONCRETE STAIRS AND CONCRETE FLOOR OF ELEVATED PATIOS WITHIN ALL LOTS IS COMMON PROPERTY

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

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**GROUND FLOOR**

CP	COMMON PROPERTY
BR	BIKE RACKS (CP)
CY	COURTYARD
L	LIFT (CP)
PB	PLANTER
PC	PLANTER (CP)
R	RAMP (CP)
ST	STAIRS (CP)
T	TERRACE

Surveyor:  
**JONATHAN BURKE**  
 Date:  
 Surveyor's Ref: 9064

**PLAN OF SUBDIVISION OF LOTS 5, 6 & 7 IN DP24603**

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

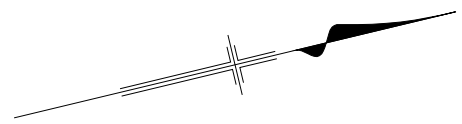
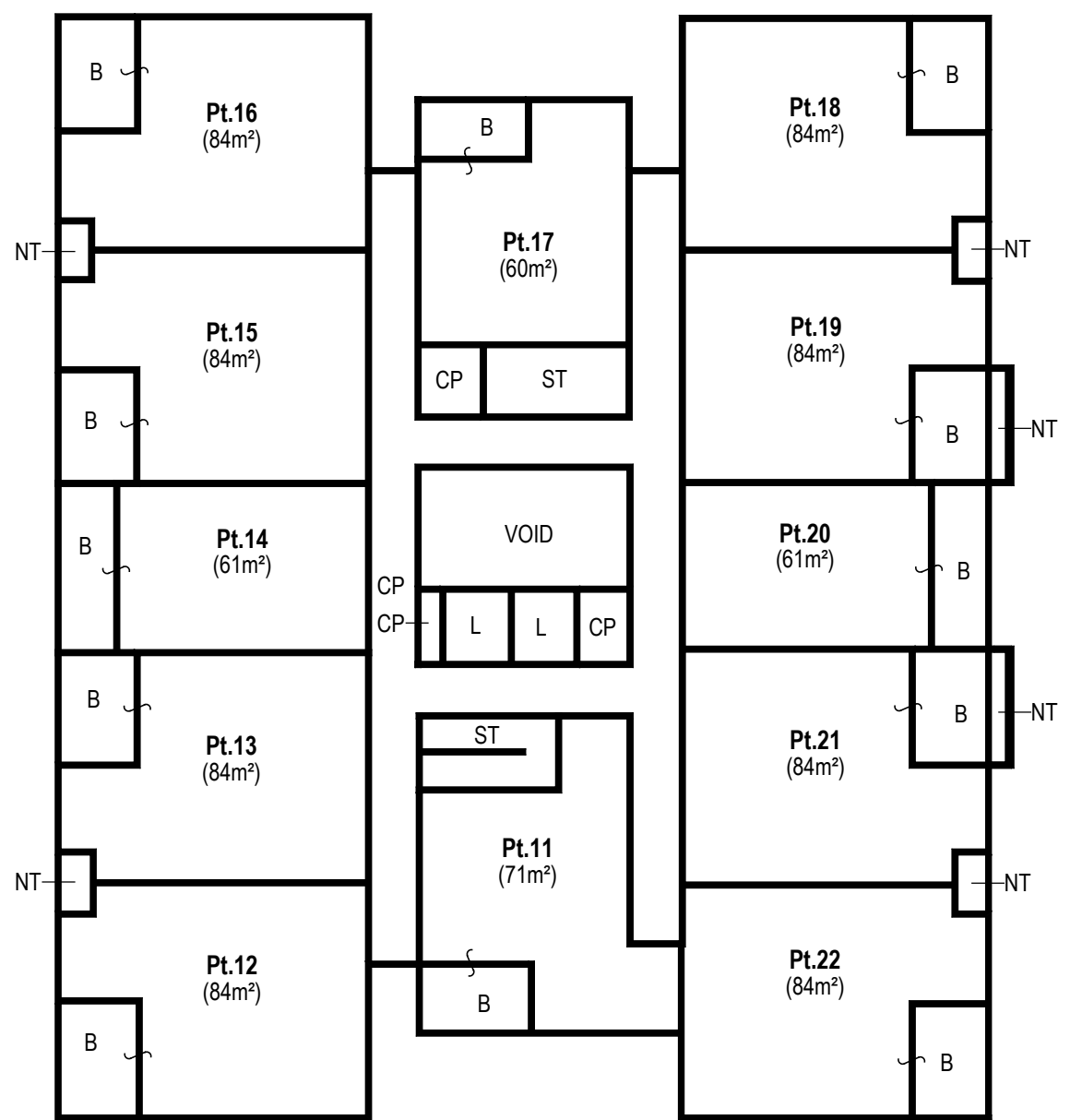
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**SP.....**  
 Issue: B 17-Jul-2025

**A**

Combined Areas (m <sup>2</sup> )		
Lot	Unit	
11	63	8
12	74	10
13	74	10
14	50	11
15	74	10
16	74	10
17	53	7
18	74	10
19	74	10
20	50	11
21	74	10
22	74	10

DRAFT PLAN - SUBJECT TO FINAL SURVEY



**NOTES:-**

THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 THE STRUCTURE OF ALL PERGOLAS OVER BALCONIES IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 1**

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

Surveyor:  
 JONATHAN BURKE  
 Date:  
 Surveyor's Ref: 9064

**PLAN OF SUBDIVISION OF LOTS 5, 6 & 7 IN DP24603**

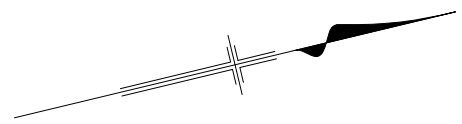
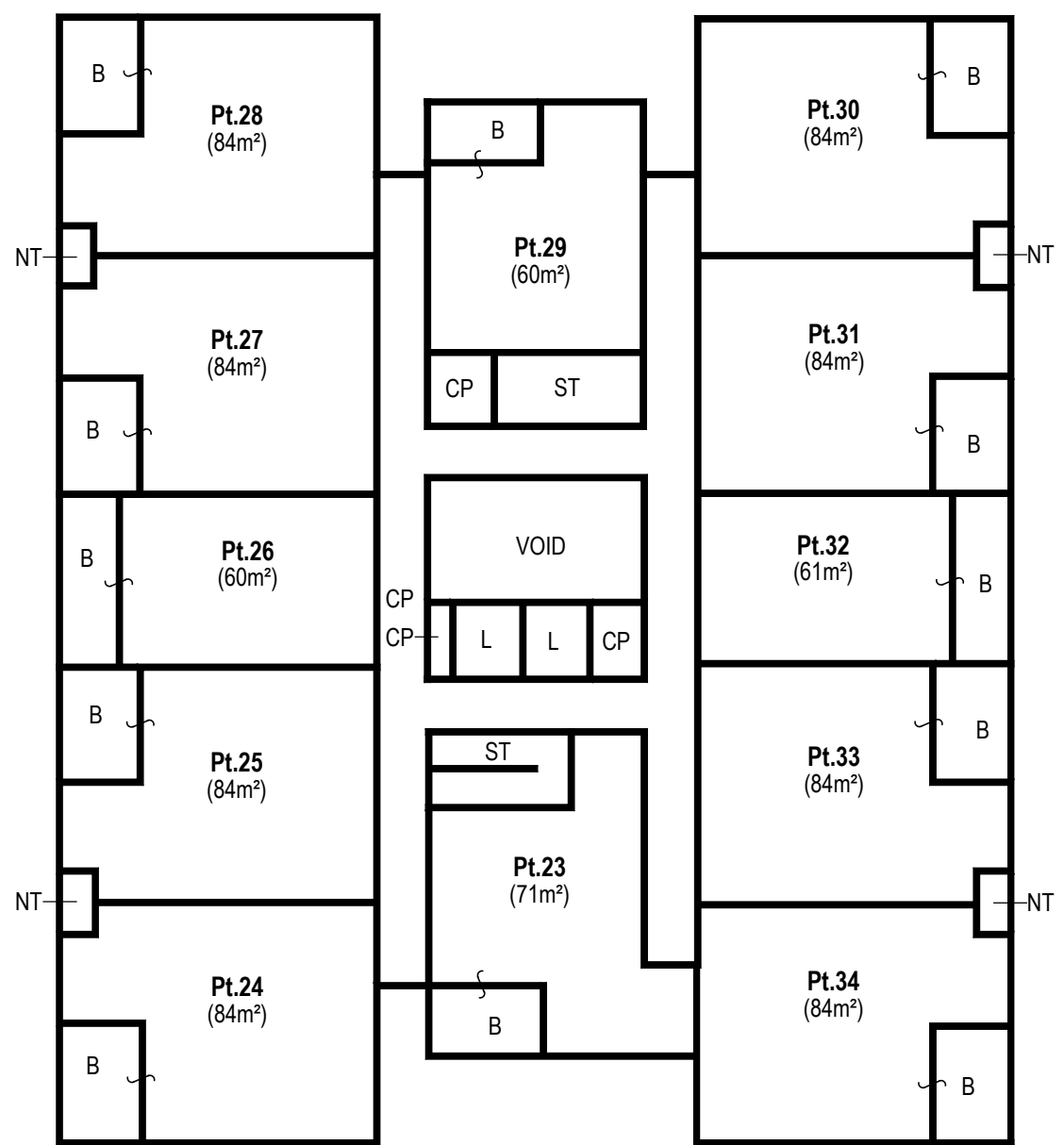
L G A: PENRITH  
 Locality: PENRITH  
 Reduction Ratio: 1:250  
 Lengths are in metres.

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DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m <sup>2</sup> )		
Lot	Unit	
23	63	8
24	74	10
25	74	10
26	50	10
27	74	10
28	74	10
29	53	7
30	74	10
31	74	10
32	50	11
33	74	10
34	74	10



**NOTES:-**

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- THE STRUCTURE OF ALL PERGOLAS OVER BALCONIES IS COMMON PROPERTY
- AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
- FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 2**

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

Surveyor:  
JONATHAN BURKE  
Date:  
Surveyor's Ref: 9064

**PLAN OF SUBDIVISION OF LOTS 5, 6 & 7 IN DP24603**

L G A: PENRITH  
Locality: PENRITH  
Reduction Ratio: 1:250  
Lengths are in metres.

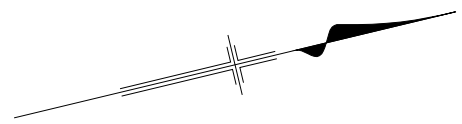
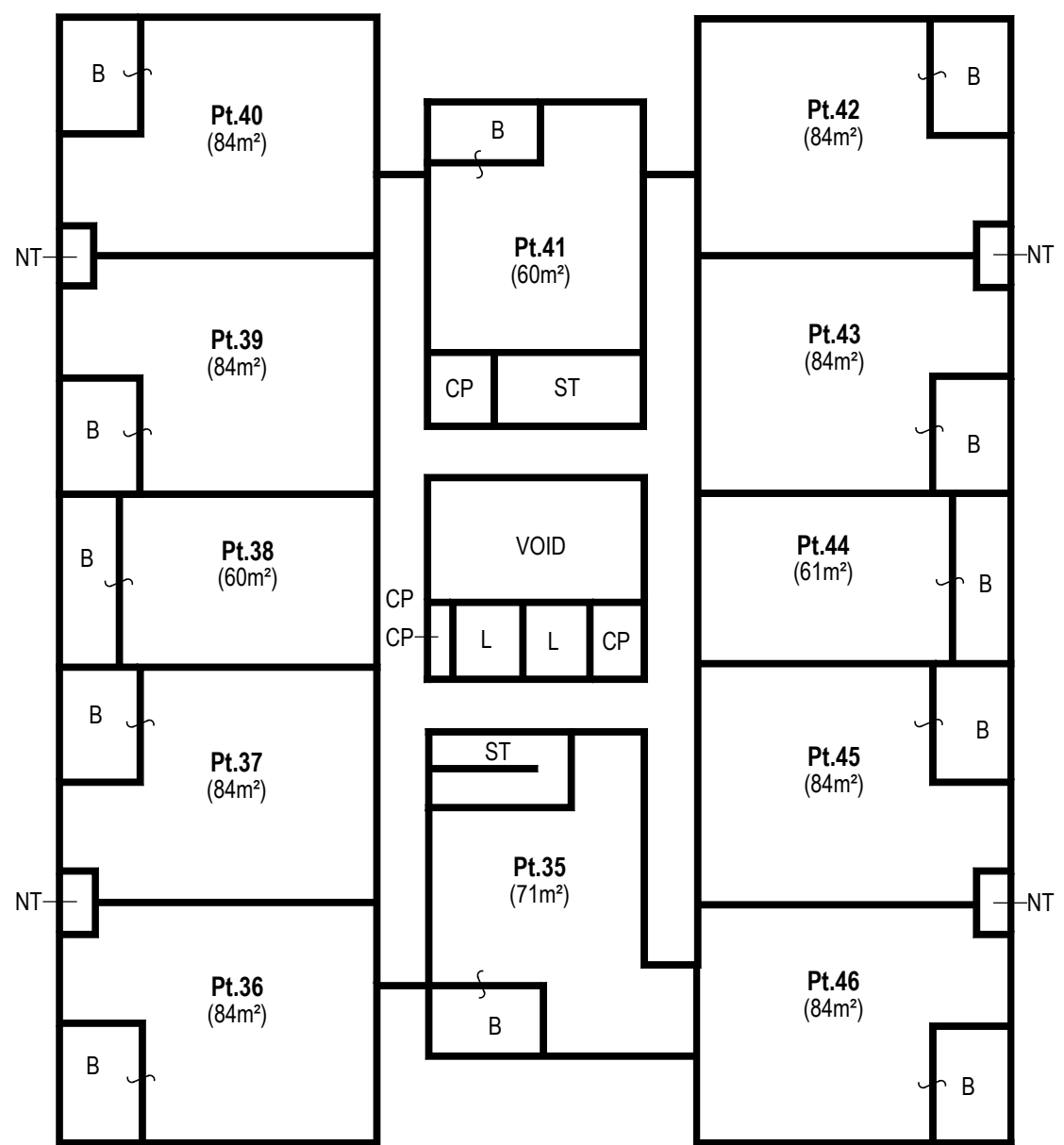
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DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m <sup>2</sup> )		
Lot	Unit	
35	63	8
36	74	10
37	74	10
38	50	10
39	74	10
40	74	10
41	53	7
42	74	10
43	74	10
44	50	11
45	74	10
46	74	10



**NOTES:-**

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 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 THE STRUCTURE OF ALL PERGOLAS OVER BALCONIES IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 3**

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

Surveyor:  
 JONATHAN BURKE  
 Date:  
 Surveyor's Ref: 9064

**PLAN OF SUBDIVISION OF LOTS 5, 6 & 7 IN DP24603**

L G A: PENRITH  
 Locality: PENRITH  
 Reduction Ratio: 1:250  
 Lengths are in metres.

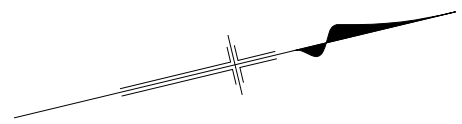
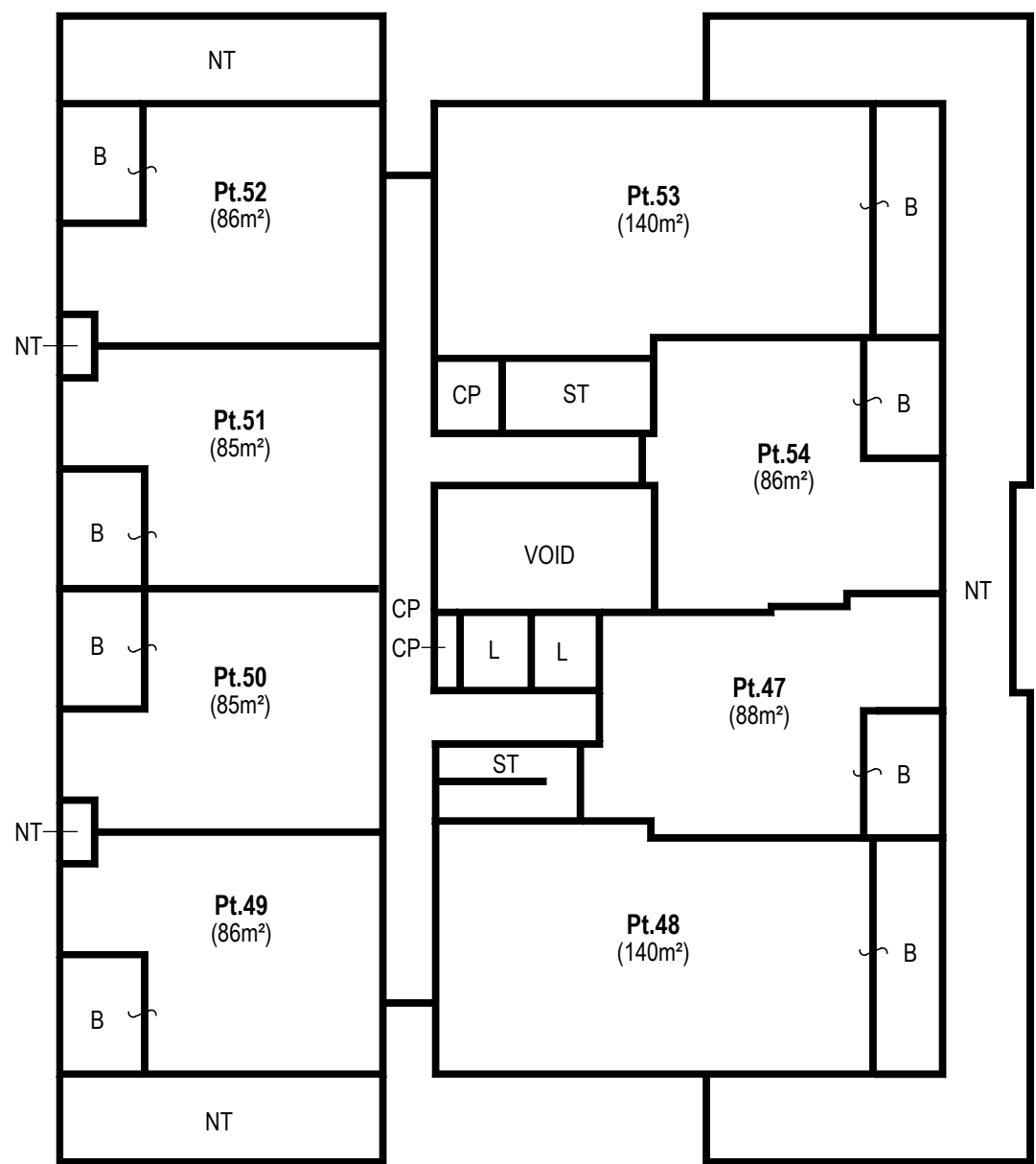
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DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m <sup>2</sup> )		
Lot	Unit	
47	78	10
48	123	17
49	75	11
50	75	10
51	75	10
52	75	11
53	123	17
54	76	10



**NOTES:-**

THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 THE STRUCTURE OF ALL PERGOLAS OVER BALCONIES IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 4**

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

Surveyor:  
 JONATHAN BURKE  
 Date:  
 Surveyor's Ref: 9064

**PLAN OF SUBDIVISION OF LOTS 5, 6 & 7 IN DP24603**

L G A: PENRITH  
 Locality: PENRITH  
 Reduction Ratio: 1:250  
 Lengths are in metres.

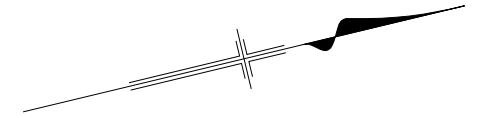
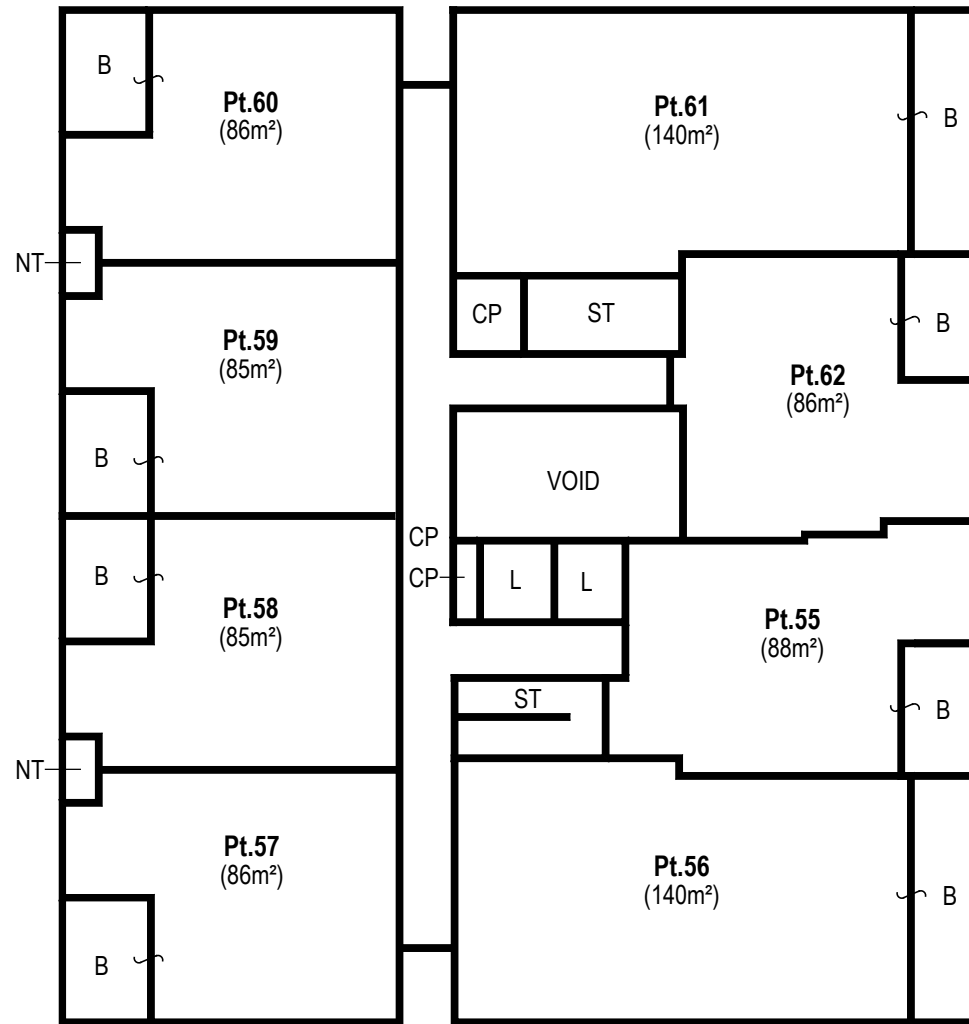
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DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m <sup>2</sup> )		
Lot	Unit	
55	78	10
56	123	17
57	75	11
58	75	10
59	75	10
60	75	11
61	123	17
62	76	10



**NOTES:-**

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- ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
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- AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
- FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 5**

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

Surveyor:  
JONATHAN BURKE  
Date:  
Surveyor's Ref: 9064

**PLAN OF SUBDIVISION OF LOTS 5, 6 & 7 IN DP24603**

L G A: PENRITH  
Locality: PENRITH  
Reduction Ratio: 1:250  
Lengths are in metres.

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<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet of 57</b>
<b>Registered:</b>	Office use only	Office use only

**Strata by-laws for 115-119 DERBY STREET,  
PENRITH NSW 2750**

**Approved Form 7**

**Instrument setting out the Terms of by-laws to be created upon  
registration of the Strata Plan**

Approved Form 7	Strata Plan By-Laws	Sheet of 57
Registered:	Office use only	Office use only

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<b>Registered:</b>	Office use only	Office use only

## Strata by-laws for 115-119 DERBY STREET, PENRITH NSW 2750

### 1. Definitions and interpretation

---

#### 1.1 Definitions

In the by-laws:

- |                           |  |
|---------------------------|--|
| <b>Building</b>           | means the buildings containing the Lots and the Common Property the subject of the Strata Scheme.  |
| <b>Architectural Code</b> | means the architectural code for the Strata Scheme in Schedule 1.  |
| <b>Balcony</b>            | means a balcony and a terrace in a Lot   |
| <b>Building Works</b>     | means any works, alterations, additions, damage, removal, repairs or replacement of: <ul style="list-style-type: none"> <li>a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot and car space(s). (Common Property walls include windows and doors in those walls);</li> <li>b) the structure of your Lot;</li> <li>c) the internal walls inside your Lot (eg. a wall dividing two rooms in your Lot);</li> <li>d) Common Property services;</li> <li>e) services in the Building, whether or not they are for the exclusive use of your Lot; or</li> <li>f) Minor Building Works.</li> </ul> |
| <b>Business Day</b>       | means a day being Monday to Friday not being a public holiday or bank holiday in New South Wales.  |

<b>Approved Form 7</b>	<b>Strata Plan By-Laws</b>	<b>Sheet of 57</b>
<b>Registered:</b>	<b>Office use only</b>	<b>Office use only</b>

- By-laws** Means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time.
- Common Property** means the common property in the Strata Scheme.
- Common Property Rights By-Law** means a by-law granting an Owner exclusive use of and special privileges in respect of Common Property according to division 3 in part 7 of the Management Act.
- Council** means **Georges River Council**.
- Development Act** means the *Strata Schemes Development Act 2015* (NSW).
- Dispute** means any dispute, controversy or difference between the Owners Corporation; Owners or Occupiers about:
- (a) the construction of this by-law;
  - (b) the rights or obligations of the Owners Corporation, an Owner or an Occupier under this by-law;
  - (c) any contributions payable under this by-law or the Management Act;
  - (d) the Owners passing or failing to pass any resolution under the Development Act or Management Act; or
  - (e) the operation, maintenance, repair or replacement of Common Property or a Lot.
- Dispute Notice** means a written notice of a Dispute given by a party to a Dispute according to by-law 34.
- Entrance Door** means the Common Property entrance door to each Lot.
- Strata Committee** means the strata committee of the Owners Corporation established under the Management Act.
- Government Agency** means any government, semi-government, local government, administrative, fiscal or judicial department, commission, authority tribunal, agency or other authority or entity.
- Initial Period** has the meaning given to it in the Management Act.

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- Internal Wall** means the Common Property wall between two Lots or a structural wall in a Lot.
- Lot** means a lot in the Strata Scheme.
- Management Act** means the *Strata Schemes Management Act 2015* (NSW).
- Minor Building Works** means:
- (a) renovating a kitchen;
  - (b) changing recessed light fittings;
  - (c) installing or replacing wood or other hard floors;
  - (d) installing or replacing wiring or cabling or power or access points;
  - (e) work involving reconfiguring walls (including balcony doors and glass panels adjacent to balcony doors);
  - (f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
  - (g) installing a reverse cycle split system air conditioner;
  - (h) installing double or triple glazed windows;
  - (i) installing a heat pump; and
  - (j) installing fixtures to the external surfaces of a Lot or the Building (such as sun blinds, security bars (or other security devices) and fly screens) in accordance with these By-laws.
- Occupier** means any lessee, sub-lessee, licensee, sublicensee, occupier or mortgagee in possession of a Lot in the Strata Scheme..
- Owner** is:
- (a) the owner for the time being of any Lot in the Strata Scheme; and

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- (b) if a Lot is subdivided or re-subdivided, the owner for the time being of the new Lots, and
- (c) for a Common Property Rights By-Law, the owner(s) of the Lot(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

**Owners Corporation** means the owners corporation constituted on registration of the Strata Scheme.

**Rules** mean rules made by the Owners Corporation from time to time.

**Security Key** means the keys, magnet cards or other device or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

**Strata** means a person or entity appointed by the Owners Corporation as its strata managing agent. If there is no Strata Manager, it means the secretary of the Owners Corporation.

**Strata Manager** means the person appointed by the Owners Corporation from time to time pursuant to By-law 23.

**Strata Plan** means the Strata Plan No                     .

**Strata Scheme** means the strata scheme established on registration of the Strata Plan.

**Third Party** means a person who is not an Owner.

**You** means an Owner, Occupier or mortgagee in possession of a Lot.

**1.2 Interpretation**

In these By-laws, unless the context indicates a contrary intention:

- (a) headings are for convenience only and do not affect the interpretation of the By-laws;
- (b) a reference to these By-laws includes any replacement or variation of them;
- (c) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under the statute;

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- (d) words importing the singular include the plural and vice versa;
- (e) words importing a gender include any gender;
- (f) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Agency;
- (g) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (h) a reference to a day means the period of time commencing at midnight and ending 24 hours later and a reference to time is a reference to Australian Eastern Standard Time (AEST);
- (i) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (j) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment, or annexure to or of these by-laws, and a reference to these by-laws includes all schedules, exhibits, attachments and annexures to it;
- (k) 'includes' in any form is not a word of limitation; and
- (l) the rights, powers and remedies in these By-laws are in addition to those provided by law.

## 2. About the by-laws

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### 2.1 Purpose of the By-laws

The By-laws regulate the day-to-day management and operation of the Strata Scheme.

### 2.2 Who must comply with the By-laws?

- (a) All Owners and Occupiers must comply with the By-laws; and
- (b) The Owners Corporation must comply with the By-laws.

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### 3. Common Property Rights Use By-Laws

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#### 3.1 Purpose of the Common Property Rights By-Laws

- (a) To fairly apportion the costs for maintaining, repairing and replacing Common Property; and
- (b) The Common Property Rights By-Laws makes Owners responsible for the Common Property which they exclusively use or have the benefit of.

#### 3.2 Interpreting this By-law

In this By-law, 'you' means an Owner who has the benefit of a Common Property Rights By-Law.

#### 3.3 How to change a Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and
- (b) amend or cancel this By-law only with the written consent of each Owner who benefits from a Common Property Rights By-Law.

#### 3.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

#### 3.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or capital works fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

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### 3.6 **Repairing damage**

You must repair damage you cause (or someone acting on your behalf causes) to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

### 3.7 **Indemnities**

You indemnify the Owners Corporation against all claims and liability caused by you (or someone acting on your behalf causes) when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

### 3.8 **Additional insurances**

In addition to your obligations under By-law 19 (**Insurance premiums**), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

### 3.9 **Access to exclusive use areas**

An Owner must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Management Act and the By-laws. Except in an emergency the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

## 4. **Architectural Code**

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### 4.1 **Power of the Owners Corporation**

In addition to its powers under the Management Act, the Owners Corporation has the power to adopt an Architectural Code to control, without limitation:

- (a) the internal fitout of Lots;
- (b) alterations to Common Property which an Owner or Occupier may carry out in order to fit out their Lot;
- (c) signs which an Owner or Occupier may erect in their Lot or on Common Property;
- (d) the colour and style of blinds, curtains, louvres and other window coverings which an Owner or Occupier may install in their Lot; and

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- (e) acoustic requirements for Lots.

#### 4.2 Compliance with Architectural Code

The Owners Corporation, Owners and Occupiers must comply with the Architectural Code.

#### 4.3 Consents

The Architectural Code may approve certain types of works in a Lot or on Common Property (eg authorise You to erect a certain type of sign in your Lot or make alterations to Common Property in order to fit out your Lot). Subject to any by-law to the contrary, You do not need to obtain consent from the Owners Corporation under the by-laws to carry out work which is authorised or approved under the Architectural Code.

#### 4.4 Changing the Architectural Code

The Owners Corporation may change the Architectural Code at any time. If the Owners Corporation does change the Architectural Code, the change will not be binding on the Owners and Occupiers until written notice of the change is given to the Owners.

#### 4.5 Inconsistency

In the event of any inconsistency between these By-laws and the Architectural Code, the By-laws prevail to the extent of the inconsistency.

### 5. Changing the by-laws

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The Owners Corporation may add, change and cancel By-laws only if it complies with the provisions of these By-laws.

### 6. Your Lot

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#### 6.1 General obligations

You must:

- (a) comply with the Architectural Code in regard to fitting out your Lot;
- (b) keep your Lot clean and tidy and in good repair and condition;

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- (c) properly maintain, repair and, where necessary, replace an installation or alteration made under the By-laws which services your Lot (whether or not you made the installation or alteration);
- (d) notify the Owners Corporation if You change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation; and
- (e) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies.

## 6.2 Consent from the Owners Corporation

Subject to the Architectural Code, You must have consent from the Owners Corporation and, where applicable, any Government Agencies to:

- (a) carry out Building Works in your Lot;
- (b) install any signs (other than signs which are in the Lot and cannot be seen outside the Lot) in or to your Lot;
- (c) subject to your rights under the By-laws, maintain within your Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the Building;
- (d) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows of doors in your Lot if they are visible from outside your Lot;
- (e) install an intruder alarm with an audible signal; or
- (f) attach or hang an aerial or wires outside your Lot.

## 6.3 Floor coverings

- (a) An Owner must use all reasonable measures to stop the transmission of noise which might unreasonably disturb another Owner or Occupier. This may include the installation of floor coverings.
- (b) You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot that assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

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#### 6.4 Window coverings

Subject to the Architectural Code, window coverings (eg curtains, blinds and louvres) in your Lot must be:

- (a) in keeping with the appearance of the Building; and
- (b) of a standard commensurate with the standard of the Building.

#### 6.5 Cleaning windows

- (a) You must clean the glass in windows and doors of your Lot (even if they are Common Property). You do not have to clean the windows and doors that You cannot access safely.
- (b) The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in your Lot, You are excused from your obligations under this by-law to for the period the Owners Corporation resolves to clean the glass.

#### 6.6 Pest control

- (a) You must take all responsible steps at your cost to keep your Lot free of pests and vermin.
- (b) You must notify the Strata Manager or the Owners Corporation of any infestation of your Lot by pest or vermin.
- (c) The Strata Manager or the Owners Corporation may require you to have the Lot fumigated or otherwise treated in the event of an infestation of pest or vermin in your Lot.

#### 6.7 Doors and glass

- (a) All Entrance Doors, doors and glass (including any hinges, latches, locks and other associated equipment) exclusively servicing your Lot is the responsibility of the Owner and Occupier.
- (b) If the Entrance Doors, doors and glass exclusively services your Lot, you must maintain, repair and, where necessary, replace the Entrance Doors, doors and glass in your Lot.

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## 7. Your behaviour

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### 7.1 What are your general obligations?

You must:

- (a) ensure your visitors do not behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier or be a nuisance to the Occupier of any Lot in the Strata Scheme;
- (b) not obstruct the legal use of Common Property by any person;
- (c) not do anything or allow your visitors to do anything in the Strata Scheme which is illegal; and
- (d) not do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme.

An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.

An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the lot does not penetrate to the Common Property or any other Lot.

### 7.2 Change in Use

- (a) An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot.
- (b) Without limiting clause 7.2(a), the following changes of use must be notified:
  - (i) a change that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes),
  - (ii) a change to the use of a Lot for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

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### 7.3 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

The laws with which You must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

### 7.4 Children playing on Common Property

Any child for whom an Owner or Occupier of a Lot is responsible may, while under the supervision of an adult, play on any area of the Common Property that is designated by the Owners Corporation as an area in which children may play.

An Owner or Occupier of a Lot must not permit any child for whom the Owner or Occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on Common Property comprising a laundry, car parking area, lift or other area of possible danger or hazard to children.

## 8. Responsibility for others

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### 8.1 Compliance with by-laws

You must:

- (a) make sure your visitors comply with these By-laws; and
- (b) make your visitors leave the Strata Scheme if they do not comply with these By-laws.

### 8.2 Occupiers to comply

If you lease or licence your Lot, You must make sure that your Occupiers and their visitors comply with the By-laws. You must take all action available to You, including action under the lease or licence agreement, to make them comply or leave the Strata Scheme.

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### 8.3 Behaviour of Invitees

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

### 8.4 Prohibited conduct

You must not allow another person to do anything that You cannot do under the By-laws.

## 9. Signage

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### 9.1 Signs

Owners and Occupiers of a Lot are not permitted to display signs on the Lot or the Common Property.

### 9.2 'For Sale' and 'For Lease' signs

You must not erect a 'For Sale' or a 'For Lease' sign in your Lot or on Common Property without the prior written consent of the Owners Corporation, which shall not be unreasonably withheld.

### 9.3 Obligations of the Owners Corporation

Subject to the obligations of Owners under by-law 6.9, the Owners Corporation must maintain, repair and, where necessary, replace Entrance Doors.

## 10. Storage

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### 10.1 Your obligations

If your Lot comprises or includes a storage space You must;

- (a) keep that storage space in good repair;
- (b) keep that storage space in a clean hygienic condition, free of rodents and other infestations;
- (c) not store flammable or dangerous substances in that storage space; and

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- (d) at your own expense, comply with all laws about that storage space including requirements of Council, Government Agencies and the Owners Corporation.

## 11. Use and care of your Lot

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### 11.1 Use of Lots

You may only use your Lot for a lawfully permitted use.

### 11.2 Care of Lots

Subject to any other express term in this By-law, You must not without the written consent of the Owners Corporation:

- (a) paint, affix or erect on the exterior of your Lot (including any Balcony or internal walls either facing onto Common Property or visible from outside the Building) or of the Building, any notices, advertisements, signs or other devices;
- (b) install any equipment which is likely to cause excessive or unbalanced loads on the electrical systems of the Building, discharge corrosive liquids or chemicals into the waste plumbing systems or cause any nuisance damage or injury to the Building, or its occupants; or
- (c) erect or construct any sign, device, furnishing or object which is visible from the street or from outside the Building.

### 11.3 Floor loading

- (a) You must observe any maximum floor loadings nominated by the Owners Corporation and must not permit the floors of any Lot or Common Property to be broken, strained or damaged by overloading.
- (b) You must not install any safe or other heavy equipment except in such position and subject to such conditions as the competent certifying engineer may approve in writing.

## 12. Garbage

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### 12.1 General requirements

Subject to the By-laws, You must not deposit or leave garbage or recyclable materials:

- (a) on Common Property; or

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- (b) in an area of your Lot which is visible from outside your Lot (eg on the Balcony of your Lot).

You must:

- (c) deposit your garbage and recyclable materials in the waste containers located in the waste storage area;
- (d) ensure that the waste containers are not over filled and that the lids are kept closed at all times, except when materials are being put in them;

The Owners Corporation shall ensure that:

- (e) the residential waste and recycling containers are taken to the holding area at the front of the Building for weekly collections, and returned to the waste storage area as required by the relevant Government Authority; and
- (f) the waste storage area, dry arrestor pit and waste collection containers are cleaned regularly.

## 12.2 Making Rules

The Owners Corporation may make Rules about the storage and removal of garbage from the Building.

## 12.3 Requirements for Lots

You must, at your cost:

- (a) arrange for the regular removal of your rubbish from your Lot;
- (b) ensure that rubbish receptacles in your Lot are not visible from outside your Lot; and
- (c) ensure that rubbish receptacles in your Lot are kept clean and do not omit odours.

## 12.4 Hazardous waste

You must arrange for the disposal of any chemical, biological, toxic or other hazardous waste in a manner that complies with any relevant law or Government Agency requirement or regulation applying to the disposal of such waste.

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## 13. Carrying out Building Works

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### 13.1 Consent of Owners Corporation

Subject to the By-laws, You must have consent from the Owners Corporation to carry out Building Works.

### 13.2 Compliance

You must comply with this By-law if you are the Owner or Occupier of the Lot.

### 13.3 Consent required

You do not need consent from the Owners Corporation under this By-law to:

- (a) fit out your Lot (provided the works will not affect the structure of your Lot or Common Property or, subject to By-law 6, the external appearance of your Lot);
- (b) erect an internal sign in your Lot which is not visible outside the Lot; or
- (c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.

However, you must comply with By-law 13.4 when you carry out the fit out, erect a sign or carry out the Building Works.

### 13.4 Building Works

If You wish to carry out Building Works or any other Works in the Lot or on the Common Property, You must comply with the Architectural Code.

## 14. Internal Walls

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### 14.1 Alteration of an Internal Wall

You may alter or remove an Internal Wall if:

- (a) You own the Lots separated by the Internal Wall;
- (b) it is not a structural wall;
- (c) before You carry out the work, You provide the Owners Corporation with:

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- (i) a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the Internal Wall is not a structural wall and the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
- (ii) copies of all approvals from Government Agencies or a certifying authority stating that the works to be carried out will comply with all fire regulations;
- (d) before You carry out the work, You have obtained the consent of the Owners Corporation and all necessary consents from Government Agencies to alter or remove an Internal Wall; and
- (e) You comply with the procedures in this By-law.

#### 14.2 Conditions for carrying out the work

It is a condition of you altering or removing an Internal Wall that You:

- (a) carry out the work in the method certified by the structural engineer under by- law 14.1(c)(i);
- (b) carry out the work in the method approved by the Government Agencies or certifying authority under By-law 14.1(c)(ii);
- (c) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (d) comply with By-law 13;
- (e) comply with all necessary Government Agency consents for altering or removing the Internal Wall; and
- (f) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Internal Wall.

## 15. Licences

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### 15.1 Powers of the Owners Corporation

- (a) In addition to its powers under the Management Act and these By-laws, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property.

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- (b) The Owners Corporation may exercise its powers under this By-law only by ordinary resolution at a general meeting.

## 15.2 Provision of a licence

A licence granted by the Owners Corporation under this By-law may include but not be limited to the following provisions:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

## 16. Damage to Common Property

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### 16.1 Obligations

Subject to the By-laws, You must:

- (a) use Common Property and Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by You, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

### 16.2 Consent from Owners Corporation

Subject to the By-laws, You must have consent from the Owners Corporation to:

- (a) interfere with or alter, add to or modify Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or

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- (c) interfere with the operation of Common Property equipment.

## 17. Keeping an animal

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### 17.1 Keeping of Animals

- (a) Subject to the Management Act, You must not without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog being under 10kg in weight or a small caged bird, or fish kept in a secure aquarium on the Lot or Common Property.
- (b) The Owners Corporation must not unreasonably withhold its approval of the keeping of animals on a Lot or Common Property but may impose reasonable conditions on any consent provided.
- (c) If the Owner or Occupier of a Lot keeps a cat, a small dog or a small caged bird on the Lot then the Owner or Occupier must:
- (i) Notify the Owners Corporation that the animal is being kept on the Lot;
  - (ii) Keep the animal within the Lot;
  - (iii) Carry the animal when it is on Common Property;
  - (iv) Take such action as may be necessary to clean all areas of the Lot or Common Property that are soiled by the animal.
- (d) An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

### 17.2 Visitors

You must not allow your visitors to bring animals into the Strata Scheme unless they are guide dogs or hearing dogs.

## 18. Driving and Parking on Common Property

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You must observe all speed and safety signs and Rules when driving on Common Property.

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You must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

## 19. Insurance premiums

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### 19.1 Invalidation of insurance

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

### 19.2 Conditions concerning insurance

If the Owners Corporation gives You consent under this By-law, the Owners Corporation may make conditions that, without limitation, require You to reimburse the Owners Corporation for increased premium.

## 20. Security

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### 20.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

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

### 20.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power and right (but is not obliged) to:

- (a) install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment; and/or
- (b) arrange security patrols,

for the security of the Strata Scheme.

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### 20.3 Restricting access to Common Property

Subject to this By-law, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot; and
- (b) restrict by Security Key your access to parts of the Strata Scheme where You do not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
- (c) allow the Strata Manager and security personnel to use part of Common Property to operate or monitor security of the Strata Scheme. The Owners Corporation may exclude you from using these parts of Common Property.

### 20.4 What are your obligations?

You must not:

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

You must take reasonable care to ensure that fire and security doors are locked or closed when they are not being used.

### 20.5 Fire and security doors

You must take reasonable care to ensure that fire and security doors are locked or closed when they are not being used.

## 21. Security keys

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### 21.1 Providing Owners and Occupiers with Security Keys

Subject to this By-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under By-law 20 (**Security**).

### 21.2 Fees for additional Security Keys

The Owners Corporation may charge You a fee or bond if You require extra or replacement Security Keys.

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### 21.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

### 21.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require You to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this By-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

### 21.5 What are your obligations?

You must:

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

### 21.6 Some prohibitions

You must not:

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

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### 21.7 Procedures if you lease your Lot

If you lease or licence your Lot, You must include a requirement in the lease or licence that the Occupier must return the Security Keys to the Owners Corporation when they no longer occupy a Lot.

## 22. Rules

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### 22.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of Common Property.

### 22.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

### 22.3 What are your obligations?

You must comply with the Rules.

### 22.4 What if a Rule is inconsistent with the By-laws?

If a Rule is inconsistent with the By-laws or the requirements of a Government Agency, the By-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

## 23. Agreement with the Strata Manager

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### 23.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Strata Manager in its own right to provide management and operational services for the Strata Scheme. The Owners Corporation may exercise its power under this By-law in its capacity as an owners corporation.

### 23.2 Initial Period

The Owners Corporation may enter into agreements with a Strata Manager during the Initial Period.

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### 23.3 Delegation of functions

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

### 23.4 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Strata Manager during the Initial Period:

- (a) the term of the agreement must not extend beyond the holding of the first annual general meeting of the Owners Corporation or for such other term as required by law; and
- (b) the Owners Corporation may agree to pay the Strata Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs which will be payable if the Strata Manager is not appointed by the Owners Corporation at the first annual general meeting.

### 23.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Strata Manager after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the Strata Manager under the agreement may be the amount agreed by the Owners Corporation.

### 23.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a Strata Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Strata Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Strata Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

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### 23.7 Duties of the Strata Manager

The duties of a Strata Manager under an agreement with the Owners Corporation (in its own right) may include:

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

## 24. No interference with Strata Manager

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### 24.1 No interference

You must not:

- (a) interfere with or stop the Strata Manager performing its duties; or
- (b) interfere with or stop the Strata Manager using Common Property that the Owners Corporation permits the Strata Manager to use.

### 24.2 Access

You must give the Strata Manager reasonable access at reasonable times to your Lot or your exclusive use area to enable the Strata Manager to perform its duties.

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## 25. Services provided by the Owners Corporation

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### 25.1 Services

The Owners Corporation has the power to supply services to each Lot including hot and cold water, gas, air conditioning condenser water, telephone, television, internet and other communications.

### 25.2 Agreements with a Third Party

The Owners Corporation may have agreements with a Third Party about the installation, operation, maintenance, repair and replacement of services.

### 25.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this By-law.

## 26. Consents by the Owners Corporation

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### 26.1 Conditions

The Owners Corporation may make conditions when it gives You consent to do things under these By-laws. You must comply with the conditions.

### 26.2 Revocation

If You are in breach of the conditions of consent, the Owners Corporation may revoke its consent if this is practicable.

## 27. Rights of the Owners Corporation

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### 27.1 Owners Corporation Rights

The Owners Corporation may do anything in your Lot that You should have done under these By-laws but which You have not done or have not done properly.

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## 27.2 Written notice

The Owners Corporation must give You a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

## 27.3 Recover as debt

The Owners Corporation may recover any money You owe it under these by-laws as a debt.

## 27.4 Powers of Owners Corporation

The powers of the Owners Corporation under this By-law are in addition to those that it has under the Management Act.

## 27.5 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager or in the absences of a Strata Manager the Secretary of the Owners Corporation.

## 28. Controlling traffic in Common Property

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### 28.1 Controlling of traffic by Owners Corporation

In addition to its powers under the Management Act and subject to any Common Property Rights By-Law, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic on Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas;
- (c) install speed humps and other traffic control devices in Common Property; and
- (d) install signs about parking and to control Common Property.

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## 28.2 Delegation of responsibility

The Owners Corporation may also pass responsibility for those matters to the Strata Manager.

## 29. Fire control

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### 29.1 Fire obligations

You may keep flammable material in your Lot if You:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

You and the Owners Corporation must comply with laws about fire control.

### 29.2 Restrictions about fire safety

You must not:

- (a) keep flammable materials on Common Property;
- (b) interfere with fire safety equipment;
- (c) obstruct fire stairs or fire escapes; or
- (d) place any items at any time to the covered space adjacent to the discharge point of Fire Stairs 1 and the open nature of the egress path provided for Fire Stair 1 and enclose the perimeter edges of the covered space.

### 29.3 Annual Fire Safety Statement

- (a) The Owners Corporation is responsible for arranging inspections for the purposes of obtaining an Annual Fire Safety Statement for the Building.
- (b) You are responsible for any works, repairs or replacement of equipment that may be required to enable the Owners Corporation to have an Annual Fire Safety Statement issue for the Building.
- (c) The Owners Corporation is entitled to enter into any Lot, together with any inspectors, contractors or employees for the purpose of carrying out:
  - (i) inspections; and

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- (ii) works that are required on a Lot where You have failed to carry out the works that are required to obtain an Annual Fire Safety Statement within a reasonable amount of time;
- (d) All costs and expenses incurred by the Owners Corporation in accordance with By-law 29.3(c)(ii) are to be met by the owner of the relevant Lot.

## 30. Moving and delivering furniture

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### 30.1 Arrangements with Owners Corporation

You must:

- (a) make arrangements with the Owners Corporation at least 48 hours before You move in or out of the Building or move furniture or other large articles through Common Property;
- (b) move furniture through the Building according to the instructions of the Owners Corporation (acting reasonably);
- (c) comply with the reasonable requirements of the Owners Corporation about moving furniture through Common Property including requirements to fit an apron cover to the Common Property lift(s);
- (d) repair at your own cost any damage they (or the person making the delivery) cause to Common Property;
- (e) if You (or the person making the delivery) spill anything on to Common Property, immediately remove the item and clean that part of the Common Property;
- (f) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:
  - i. Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
  - ii. Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
  - iii. Owners and Occupiers may be prohibited from moving items through the front foyer(s) of the building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation;

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- iv. Owners and Occupiers may be required to pay a cash bond in an amount determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move and to supervise the move.
- v. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within a reasonable period after the move being completed.
- (g) The Owners Corporation may appoint a Building Manager or Strata Manager or other person to assist it to perform its functions under this by-law. If this happens, owners and occupiers must:
  - i. Make arrangements with the person so appointed when they move in or out of the building; and
  - ii. Comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the building.
- (h) The Owners Corporation may impose further conditions as deemed necessary and reasonable to properly manage the moving of residents and deliveries.

### 30.2 Rules

The Owners Corporation may make Rules to control the delivery of furniture.

## 31. Building surrounds

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### 31.1 Cleaning of surrounds

The Owners Corporation must ensure that the surrounds of the Strata Scheme, including pavements and gutters, are kept clean and free of litter at all times. The Owners Corporation will be responsible for the cleaning of the surrounds of the Strata Scheme generally.

## 32. Air conditioning

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### 32.1 Air conditioning exclusively servicing a Lot

- (a) An Owner of a Lot is the owner of the air conditioning unit including any plant, fans, pumps, pipes, wires, cables and ducts that exclusively services the Lot

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(Air Conditioning Unit) and has the exclusive right to use the area of the Common Property, if any, where the Air Conditioning Unit is located.

- (b) An Owner of a Lot is responsible for the ongoing maintenance and repair of the Air Conditioning Unit that exclusively services the Lot and must ensure that it is maintained to avoid damage to the Common Property and any other Lot.
- (c) In the event that an Owner of a Lot fails to maintain the Air Conditioning Unit that exclusive services the Lot in accordance with this By-law 31.2, the Owners Corporation may, but is under no obligation to do so, undertake any works to maintain the Air Conditioning Unit in keeping with this By-law.
- (d) The costs of the Owners Corporation in undertaking such works will be a debt payable by the Owner to the Owners Corporation on demand.

### 32.2 Air conditioning not exclusively servicing a Lot

- (a) The Owners Corporation may operate, maintain, repair and replace air conditioning including any plant, pumps, pipes, wires, cables and ducts servicing the Building but not an exclusive Lot (**Common Air Conditioning**).
- (b) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Common Air Conditioning.
- (c) If the Owners Corporation requires access to a Lot to operate, maintain, repair or replace the Common Air Conditioning, the Owner or Occupier of a Lot must give the Owners Corporation reasonable access to the Lot to maintain, repair or replace the Common Air Conditioning.

## 33. Illegal use

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### 33.1 No Illegal use

The Owner or Occupier of a Lot must not at any time use or allow to be used the Lot or the Common Property for:

- (a) any illegal use; and
- (b) any act or thing which in each case is contrary to the provisions of any law, regulation, ordinance, by-law or town planning scheme from time to time in force.

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## 34. Disputes

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### 34.1 Interpretation

For the purpose of this By-law, "*party*" or "*parties*" means the party or parties to a Dispute. The party or parties to a Dispute may be the Owners Corporation, an Owner or an Occupier.

### 34.2 Resolution of Disputes

The parties to a Dispute must endeavor in good faith to resolve their Dispute before taking action under this clause.

### 34.3 Dealing with Disputes according to this clause

The parties must deal with Disputes about this By-law according to this clause 34. This includes Disputes about the Owners Corporation or any officer failing to comply with its obligations under this By-law or the Management Act.

### 34.4 Dispute Notice

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under By-law 34.2. In the Dispute Notice the party must:

- (i) describe what the Dispute is about;
- (ii) identify the provisions of this By-law or the law that apply to the Dispute;
- (iii) state the position of the party;
- (iv) set out the facts and other circumstances on which the party relies; and
- (v) attach copies of correspondence and other documents mentioned in the Dispute Notice.

### 34.5 Negotiation

Within 5 Business Days after a party gives a Dispute Notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place, if they cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

- (i) at 2.00 pm on the date which is 7 Business Days after the Dispute Notice was given; and
- (ii) at the Strata Scheme or by telephone conference.

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#### 34.6 Referring a Dispute to expert determination

If the parties cannot resolve their Dispute by negotiation, a party may give a Determination Notice requiring the parties to:

- (i) refer the Dispute to an independent expert for determination; and
- (ii) appoint an expert to determine the Dispute.

#### 34.7 Appointing an expert

If the parties cannot agree on an expert within 5 Business Days after a party gives a Determination Notice, a party may ask the chairperson of Resolution Institute (or the vice chairperson if the Chairperson declines) to:

- (i) appoint an appropriate expert having regard to the nature of the Dispute; and
- (ii) determine the remuneration of the expert.

#### 34.8 Instructions to the expert

The parties must instruct the expert to:

- (i) act as an expert and not as an arbitrator;
- (ii) determine the rules for the conduct of the expert determination; and
- (iii) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

#### 34.9 Conducting expert determination

If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

#### 34.10 Expert determination

The expert:

- (i) is not bound to observe the rules of natural justice or the rules of evidence;
- (ii) may obtain and refer to documents and information not provided by the parties; and
- (iii) must determine the Dispute and give written reasons for the determination within 1 month of being appointed.

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#### 34.11 **Binding effect**

The determination by the expert is final and binding on the parties to the Dispute without appeal so far as the law allows.

#### 34.12 **Negotiation or expert determination about levies**

If a Dispute about an Owner's levies is determined under this clause, the expert who determines the Dispute must determine any adjustments the Owner must pay.

#### 34.13 **Costs**

The parties to the Dispute must:

- (i) equally share the costs for expert determination of their Dispute (unless the expert decides otherwise); and
- (ii) pay their own costs in connection with the Dispute.

#### 34.14 **Clause is not overriding**

The provisions of By-laws 34.1 to 34.13 does not override any rights or obligations of the Owners Corporation in accordance with the Management Act.

### 35. **Notices**

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#### 35.1 **Methods of serving notices**

A notice or communication under this By-law must be in writing and must be:

- (i) delivered personally to the addressee;
- (ii) left at the current address (as advised by the Owner) of the addressee;
- (iii) sent by pre-paid ordinary post to the current address (as advised by the Owner) of the addressee; or
- (iv) sent to the current fax number of the addressee;
- (v) or a combination of the above.

All notices and communications to be served on the Owners Corporation by an Owner must be addressed to the Secretary.

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### 35.2 When does a notice take effect?

A notice or communication takes effect from the time it is received unless a later time is specified.

### 35.3 Receipt – post

If sent by post, a notice is taken to be received 3 days after posting (or 7 days after posting if sent to or from a place outside Australia).

### 35.4 Receipt – fax

If sent by fax, a notice is taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

### 35.5 Form of notices

Unless stated otherwise in this By-law 35, all notices, certificates, consents and other communications in connection with this By-law must be in writing, signed by the sender (if an individual) or an authorised officer of the sender.

### 35.6 Receipt – general

Despite By-law 35.3 and 35.4, if a notice is received after 5:00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9:00am on the next Business Day.

## 36. GST

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### 36.1 Amounts are exclusive of GST

Unless otherwise expressly stated, all amounts payable under or in connection with this By-law are expressed to be exclusive of any amount of GST.

### 36.2 Obligation to pay GST

Where GST is imposed on any supply made under or in connection with this By-law by one party (**supplying party**) to another party (**receiving party**), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

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### 36.3 Differences in amounts

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

### 36.4 Reimbursement

Where one party (**payer**) is liable to reimburse another party (**payee**) for any expenditure incurred by the payee (**expenditure**), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause.

## 37. Notices by email

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Where the Owner or Occupier of a Lot has provided the Owners Corporation with prior written consent, any notices may be issued to that Owner or Occupier by the Owners Corporation in accordance with the provisions of the *Electronic Transactions Act 2000*.

## 38. Car Wash Bay

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38.1 You may use the Car Wash Bay only for the purpose of washing vehicles.

38.2 When using the Car Wash Bay, You must:

- (a) Not unreasonably obstruct the use of the Car Wash Bay by other owners or occupiers;
- (b) Not leave the vehicle parked in the Car Wash Bay for any longer than is reasonably necessary for washing the vehicle;
- (c) Turn off all taps used whilst not in use and when washing is completed; and
- (d) Leave the Car Wash Bay clean and tidy.

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Signing page

**Executed by CPD Penrith Derby Pty Ltd**  
**ACN 650 759 765** in accordance with  
 section 127 of the *Corporations Act 2001*  
 (Cth) by:

\_\_\_\_\_  
 Signature of Director

\_\_\_\_\_  
 Signature of Director/Company Secretary

\_\_\_\_\_  
 Full name (print)

\_\_\_\_\_  
 Full name (print)

**SIGNATURE OR SEAL OF PERPETUAL CORPORATE TRUST LIMITED**

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## Schedule 1 Architectural Code

### 1. Architectural Code

---

#### 1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling building works and the external appearance of the Strata Scheme are:

- (a) to preserve the design integrity and architectural quality of the Strata Scheme; and
- (b) to uphold property values for Owners.

#### 1.2 Inconsistencies

If there is an inconsistency between a clause in this By-law and the Architectural Code, the clause in the By-law prevails.

#### 1.3 Disputes

The dispute resolution provisions in this By-law applies to the Architectural Code and to approvals granted or refused under it.

### 2. Approvals from Government Agencies

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#### 2.1 What are your obligations?

Despite anything else in this By-law, You must obtain all necessary approvals from Government Agencies before You carry out any works, erect new signs, or do anything else in the Strata Scheme (including works approved or for which You need approval under the Architectural Code).

#### 2.2 Compliance with development consents

You must comply with any development consents which apply to the Strata Scheme.

#### 2.3 Timing

Subject to this clause 2, You may apply for approval from a Government Agency to carry out works in your Lot only after you have obtained any necessary approval from the Owners Corporation.

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#### **2.4 Approving applications to Government Agencies**

You must not unreasonably refuse to approve or sign an application to a Government Agency if the works contemplated in the application have been approved by the Owners Corporation.

### **3. Curtains, blinds and other window treatments**

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#### **3.1 Colours for curtains and blinds**

Subject to any contrary conditions of development consents, You may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Lot or Strata Scheme provided they have an appearance from outside the Lot which is white or off-white (white or off-white curtain linings or sheets are an acceptable method of achieving this). You must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in this clause 3.1.

#### **3.2 Sun shades and awnings**

You must have consent from the Owners Corporation to install a sun shade, umbrella, sun blind, awning or other sun shading device in a Lot or on Common Property.

A sun shade, umbrella, sun blind, awning or other sun shading device may only be installed within the other components of the Strata Scheme with the consent of the Owners Corporation.

#### **3.3 Window treatments**

You must have consent from the Owners Corporation to place solar film or similar treatments (including tinted glass) on the internal or external surface of glass windows or doors in your Lot or on Common Property.

### **4. Outdoor furniture and landscaping**

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#### **4.1 Balcony furniture and landscaping**

You do not need consent from the Owners Corporation to keep outdoor furniture on the Balcony of your Lot provided that the outdoor furniture is of a high quality and finish, commensurate with the quality of the Strata Scheme and is in keeping with the appearance of the Strata Scheme.

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#### **4.2 Fixing items to a Balcony**

You must have consent from the Owners Corporation to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other items to the Balcony of your Lot.

#### **4.3 Maintaining outdoor furniture**

You must properly maintain furniture on the Balcony of your Lot and ensure that the furniture is clean and tidy at all times.

#### **4.4 Landscaping on Balconies**

You do not need consent from the Owners Corporation to keep landscaping on the Balcony of your Lot provided that all elements of the landscaping (for example, planter boxes and plants) are of a high quality and finish, commensurate with the quality of the Strata Scheme and are in keeping with the appearance of the Strata Scheme.

#### **4.5 Maintaining landscaping**

You must:

- (a) regularly maintain landscaping on the Balcony of your Lot;
- (b) ensure that the landscaping is kept neat and tidy at all times;
- (c) ensure that no landscaping hangs or grows over the edge of the Balcony; and
- (d) when you water landscaping on the Balcony, ensure that no water enters another part of the Strata Scheme and no damage is caused to another part of the Strata Scheme.

#### **4.6 Removing furniture and landscaping**

You must immediately remove furniture and landscaping from the Balcony of your Lot if:

- (a) you do not comply with your obligations under this clause 4; or
- (b) the furniture or landscaping causes (or may cause) damage to another part of the Strata Scheme or unreasonably interferes with the lawful use and occupation of another Lot.

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## 5. Security devices

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### 5.1 Installing security devices

Subject to this clause 5, you must have consent from the Owners Corporation to install security devices including, without limitation, security doors or windows, screens, grilles, alarms or locks in your Lot or on Common Property.

### 5.2 Security doors and windows

The Owners Corporation may consent to an application to install a security door or window in a Lot or on Common Property if the door or window:

- (a) is finished in a colour that matches the existing door or window frame; and
- (b) matches the full size of the existing door or window and does not detract from or dominate the existing detail.

However, the Owners Corporation will generally not consent to the installation of a security door to the entry door to a Lot.

### 5.3 Alarms

You may install a security alarm in your Lot or Common Property without consent from the Owners Corporation if:

- (a) the alarm is a "back to base" facility;
- (b) the alarm is silent;
- (c) the alarm does not have flashing lights;
- (d) the installation is not attached to or interferes with Common Property (for example, is not attached to the ceiling of a Balcony); and
- (e) the installation is not attached to or interferes with the Common Property.

### 5.4 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with Common Property, You must have obtain the consent of the Owners Corporation before You install the alarm.

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### 5.5 Security devices in the carpark

If you are the Owner or Occupier of a Lot in the basement carpark, You may install in the floor of your Lot a locking device similar to a "Secure Mate" locking device provided that the device:

- (a) is a type and colour approved by the Owners Corporation; and
- (b) is located in a position approved by the Owners Corporation (for example, a specified distance from the boundary of the Lot).

### 5.6 Other security devices

You must have consent from the Owners Corporation to install any type of security device not contemplated by this clause 5. The Owners Corporation will generally consent to the installation of other security devices if:

- (a) the device is in keeping with the appearance of the Strata Scheme;
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Owners or Occupiers;
- (c) the device is not likely to cause damage to a Lot;
- (d) the device is not likely to be a danger to Owners and Occupiers of the Strata Scheme; and
- (e) the device complies with the Building Code of Australia (as defined in the *Environmental Planning and Assessment Regulation 2000*) and other applicable laws and regulations.

### 5.7 CCTV system

Despite any other provision of this clause 5, you must obtain the consent of the Owners Corporation for the installation of CCTV systems your Lot.

## 6. Barbecues

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### 6.1 Your rights

You may store and operate a portable barbeque on the Balcony of your Lot if:

- (a) it is a type permitted under this clause 6;
- (b) it will not (or is not likely to) cause damage;

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- (c) it is not (or is not likely to become) dangerous;
- (d) You keep it covered when You are not operating it;
- (e) You keep it clean and tidy; and
- (f) You comply with this clause 6.

## 6.2 Types of portable barbeques

- (a) The types of barbeques permitted under this clause 6 are:
  - (i) a covered kettle style portable barbeque;
  - (ii) a covered gas portable barbeque fitted with a gas cylinder of a maximum capacity of 4.5 kg;
  - (iii) an electric portable barbeque; or
  - (iv) any other type approved by the Owners Corporation.
- (b) Solid fuel burning barbeques are prohibited.

## 6.3 Operating a portable barbeque

You may operate a barbeque only during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).

## 6.4 Interference

If You use a portable barbeque on the Balcony of your Lot, You must not create smoke, odours or noise which unreasonably interferes with another Owner or Occupier.

## 7. External signage

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### 7.1 No Signage

Subject to any other By-law to the contrary, You must not erect, affix or display a sign in your Lot or elsewhere in the Strata Scheme.

### 7.2 Powers of the Owners Corporation

The Owners Corporation has the power to require you to remove any signage you have placed, installed or retained in your part of the Strata Scheme if the signage does not comply with, or is prohibited under, the provisions of this clause 7.

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## 8. Works to Common Property

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### 10.1 Common Property

If you propose to carry out works to the Common Property, You must obtain consent from the relevant Owners Corporation before carrying out the works. However, you do not need consent from an Owners Corporation:

- (a) to carry out minor works inside your Lot (eg. hanging pictures or installing shelving); or
- (b) if the works are Building Works (and you have complied with clause 9).

## 9. Works affecting the external appearance of the Strata Scheme

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### 11.1 General obligations

If you propose to carry out works which may or will effect the external appearance of the Strata Scheme, you must obtain consent from the Owners Corporation before carrying out the works.

### 11.2 Powers of the Owners Corporation

The Owners Corporation has the power to require you to remove any item you have placed, installed or retained in your part of the Strata Scheme if it alters the external appearance of the Strata Scheme if:

- (a) you do not have consent from the Owners Corporation or any other Government Agencies;
- (b) it detrimentally affects the external appearance of the Strata Scheme; or
- (c) it is in breach of a provision under any development consents applicable to the Strata Scheme.

### 11.3 Colour schemes and paint work

You must have consent from the Owners Corporation to change the colour or surface of any wall, window, door, floor, ceiling or other surface in your Lot or Common Property if:

- (a) the wall, window, door, floor, ceiling or other surface is visible from outside your Lot; and
- (b) the proposed colour or surface changes is not in keeping with the external appearance of the Strata Scheme.

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## 10. Acoustic controls

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### 12.1 Purpose

The purpose of this clause 12 is to maintain acceptable levels and duration of noise transmission between the various components of the Strata Scheme. It is important that You attempt to minimise noise You create which might interfere with Owners or Occupiers. To achieve this, this clause 12 provides controls about important issues like holding parties and playing musical instruments.

### 12.2 General obligations

The requirements in this clause 12 are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 12.7 You may practice or play musical instruments between certain hours. However, You must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

### 12.3 Noise which affects an Owner or Occupier

Subject to this clause 12, You must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

### 12.4 Equipment and machinery

You must ensure that equipment and machinery in your Lot or Common Property does not cause vibrations or noise in another part of the Strata Scheme (eg. tread mills, weight machines or washing machines).

### 12.6 Using power tools

You may use power tools (for example, impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales unless otherwise approved by any relevant Government Agency.

### 12.7 Playing musical instruments

You may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments.

### 12.8 Playing music

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You must not play live or other music which exceeds 65dB(A) at the boundary of your Lot before 7.00am or after 9.00 pm.

### 12.9 Inside a Lot

You must not:

- (a) carry out exercises in your Lot which result in rapid foot impact on the floor (for example, aerobics or running on the spot) if this causes noise or vibrations in adjoining Lots; or
- (b) unnecessarily create noise or vibration by knocking or banging against walls separating your Lot from another Lot.

### 12.10 Inside a Lot

You must not:

- (a) attach anything to or hang anything from a Balcony;
- (b) install a solid fuel burning appliance in the Strata Scheme;
- (c) enclose the Balcony of a Lot;
- (d) hang clothes, washing or similar items in any area that is visible from outside a Lot or a building in the Strata Scheme; or
- (e) attach or hang an aerial, security device or wires outside a Lot or a Building in the Strata Scheme.

## 11. Application process

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### 13.1 Making an application

The Owners Corporation, acting reasonably, may, either generally or in specific cases, specify the plans, drawings and other documents which you must submit with your application under the Architectural Code.

### 13.2 What information must you include in your application?

If you make an application under the Architectural Code, the application must:

- (a) be in writing;

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- (b) include the plans, drawings and other documents specified by the Owners Corporation according to this clause 13 for the type of works for which you are seeking approval; and
- (c) include enough information to give the Owners Corporation information to make a decision about your application.

However, the Owners Corporation may:

- (a) require you to submit additional plans, diagrams or other information which it has not specified according to clause 14.1 to assist in the decision making process; and
- (b) waive the requirements it makes under clause 14.1 about the plans, diagrams and other information which you must submit with your application.

**13.3 Lodging your application**

You must address your application to the Strata Manager.

**13.4 Discretion**

The Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

**13.5 Compliance with development consents and requirements of Government Agencies**

When considering an application under the Architectural Code, the Owners Corporation may give consent to the application) must comply with:

- (a) requirements of the relevant development consents applicable to the Strata Scheme; and
- (b) requirements of the relevant Government Agencies.

**13.6 Appointing consultants**

The Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code (eg. an architect or engineer for applications affecting the external appearance).

**13.7 Paying the costs for a consultant**

The Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 13.

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### **13.8 Time frame for making a decision**

Subject to this clause 13, the Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

### **13.9 Time frame for making a decision where a consultant has been appointed**

If the Owners Corporation appoints a consultant to review and make recommendations about an application, the Owners Corporation must make a decision about the application within 20 Business Days after the consultant makes a recommendation to the Owners Corporation (or another period agreed between the parties).

### **13.10 Notifying the applicant of a decision**

The Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must clearly describe any conditions which attach to the approval and, if the application is not approved, explain in detail the reasons for the decision.

## **12. Approval process**

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### **14.1 Conditional approvals**

The Owners Corporation may make conditions if they approve an application. The conditions may include:

- (a) a reasonable time frame in which the works must be completed;
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing the Strata Scheme to carry out the works.

### **14.2 Revoking approval**

The Owners Corporation may revoke their approval if an applicant does not comply with the conditions for the approval.

## **13. Procedures for carrying out work**

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### **15.1 Procedures before you carry out work**

Before You carry out works in the Strata Scheme, you must:

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- (a) arrange with the Owners Corporation, a suitable time and means by which to access the area in which You will carry out the work;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which You must access the Strata Scheme to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Strata Scheme to carry out the work.

#### **15.2 Procedures when you carry out work**

When you carry out works in the Strata Scheme, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the work in a proper and workmanlike manner which is consistent with the standard of the improvements and finishes within the Strata Scheme at the time of the works and to the reasonable satisfaction of the Owners Corporation;
- (c) regularly remove debris and leave all areas of the Common Property clean and tidy at all times; and
- (d) repair damage You (or persons carrying out the work on your behalf) cause to the Common Property or the property of an Owner or Occupier.

## INTERNAL SCHEDULE OF FINISHES

Project Address:

119 Derby Street, Penrith NSW 2750

Project Ref: 2019070

Revision N.	Issue	Date
A	For Client Review	13.02.2025
<b>B</b>	For client Review	02.04.2025

**DISCLAIMER: The contractor may at any time and without reference alter any finish specified in any of this Schedule of Finished to be installed in the apartment or the Common Property to another finish of comparable or better quality.**

Please note that this schedule was produced prior to commencement of construction. The information herein is believed to be correct but is not guaranteed. Changes may be made during construction and dimensions, areas, fittings and specification are subject to change without notice in accordance with the provisions of the contract for sale. The furniture and furnishings depicted are not included with any sale and purchasers must refer to the contract for sale for the list of inclusions. Prospective purchasers must rely on their own enquiries. All area sizes are indicative only and are subject to final survey.

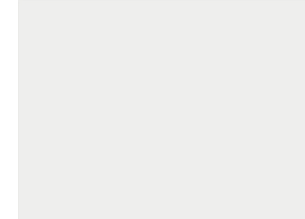
## Kitchen Design & Finishes



Kitchen tap recommended black or gun metal grey for contrast.



Stoneworld - D-Kim White  
200x1200



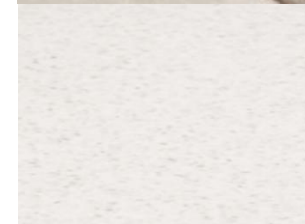
Polytec - Aston White



Polytec – Prime Oak



Stoneworld\_ CAL Gold 918G

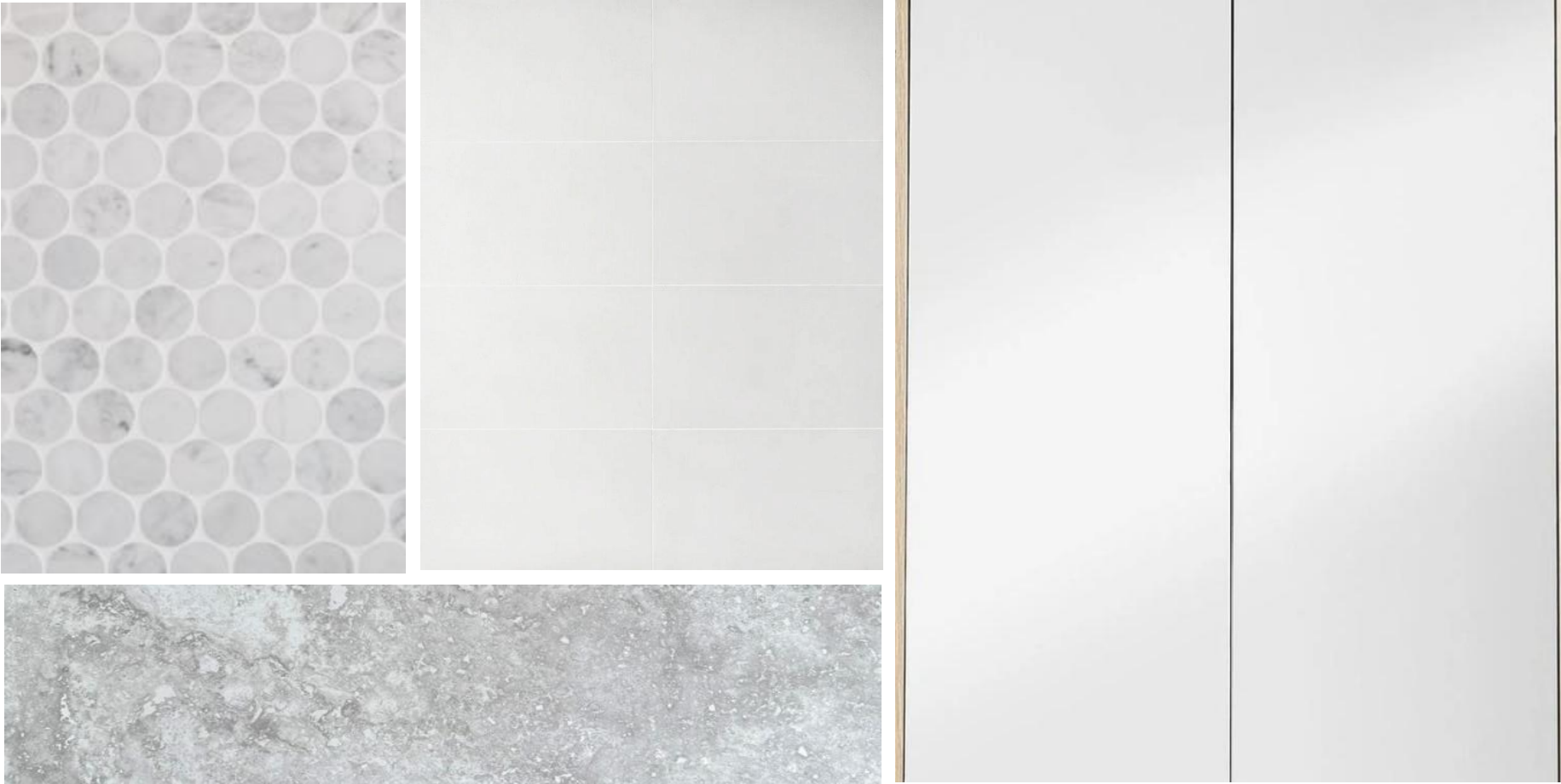



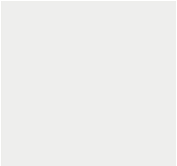


Quantum Quartz\_Reflections

Bathroom Finishes 1













Bathroom Finishes 2










CODE	ITEM	DESCRIPTION	SUPPLIER/ MANUFACTURER	COMMENT/ IMAGE	LOCATION
<b>CARPET</b>					
CP01	General Carpet	Collection – Yarra Glen Colour- Alowyn Gardens	Godfrey Hurst Commercial		BEDROOMS
<b>Joinery</b>					
LM01	Kitchen Joinery	Polytec - Aston White Smooth Finish	Polytec		KITCHEN
		Polytec - Prime Oak Woodmatt	Polytec		
<b>PC Items</b>					
PC01-A	DBL Kitchen Sink	Acl Cora Double Above/Undermount Sink 750mm PR4034ND	Bunnings		KITCHEN



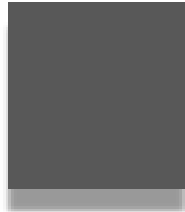
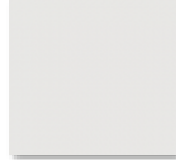
CODE	ITEM	DESCRIPTION	SUPPLIER/ MANUFACTURER	COMMENT/ IMAGE	LOCATION
PC01-B	Single Kitchen Sink	Acl Cora Single Bowl Above/ Undermount Sink 540mm PR5040N	Bunnings		KITCHEN
PC02	KITCHEN MIXER	Acl Otus Sink Mixer Gooseneck Chrome PC1001SB	Bunnings		
PC03	BATH/SHWR MIXER	Bath/Shwr Mixer Otus++ Pin Chr PC-3001SB	Bunnings		BATHROOM
PC04	BASIN MIXER	Basin Mixer Pin Otus++ Wels 5 Star 5.5L/Min PC-2003SB	Bunnings		BATHROOM

CODE	ITEM	DESCRIPTION	SUPPLIER/ MANUFACTURER	COMMENT/ IMAGE	LOCATION
PC05	RAILSHOWR	Railshwr Slide Otus++ Wels 3 Star 8L/Min PSH039	Bunnings		BATHROOM
PC06	BASIN	IS3166 Wall Hung Square 600x420x120 Basin	Bunnings		BATHROOM
PC07	BASIN	Acl Rosa Wall Hung/Above Counter Basin White 500mm LTI-11-302	Bunnings		BATHROOM
PC08	BASIN WASTE	Acl Pop Up Basin Waste Of Brushed Nickel 32mm BPU32C(BW001)	Bunnings		BATHROOM
PC09	BTL TRAP	Acl Bottle Trap Chrome 32mm J220	Bunnings		BATHROOM

CODE	ITEM	DESCRIPTION	SUPPLIER/ MANUFACTURER	COMMENT/ IMAGE	LOCATION
PC10	SPOUT	Acl Hali Spout Curved Chrome HYB88-802	Bunnings		BATHROOM
PC11	TOILET ROLL HOLDER	Acl Otus Slimline SS304 Toilet Roll Holder Chrome 4516A-CH	Bunnings		BATHROOM
PC12	TOWEL RAIL	Acl Otus Slimline SS304 Towel Rail Single SS 600mm 4502-600CH	Bunnings		BATHROOM
PC13	TOILET SUITE	Inspire Deluso Rimless Toilet Suite IDTSPKRL	Bunnings		BATHROOM
PC14	BATH	Inspire Verona 1500x750x580 Gloss White Btw Bath NO OF IVBT-BW-1500-NF	Bunnings		BATHROOM

CODE	ITEM	DESCRIPTION	SUPPLIER/ MANUFACTURER	COMMENT/ IMAGE	LOCATION
PC15	SHAVING CABINET	RM360-750 Timber oak mirror 750mm	Bunnings		BATHROOM
PC16	LDRY TUB	Roma 45L Laundry Tub And Cabinet LT-45A & LT-30C 30L Laundry Tub 390W 500D 910H (mm)			
<b>Stone</b>					
ST01	Engineered stone	Range: Reflections (ZERO) Thickness: 20mm	<b>WK Quantum Quartz</b> Jeff Lamb 0438 559 679		KITCHEN L1-L5
<b>TILES</b>					
CT01	Ceramic Floor tile	D-Kim White 200x1200	<b>NXT Gen Design</b> Amal Tannous 0416 036 933		SOU Entry & Kitchen Area floor

CODE	ITEM	DESCRIPTION	SUPPLIER/ MANUFACTURER	COMMENT/ IMAGE	LOCATION
CT02	Ceramic Wall tile	Style Name: EAS WHT36M Finish: Matt White Size: 300 x 600	<b>NXT Gen Design</b> Amal Tannous 0416 036 933		Laundry Bathroom walls
CT03	Ceramic Floor tile	Style Name: Timeless silver Code: TIM Silver Size: 600 x 600 x 20mm	<b>NXT Gen Design</b> Amal Tannous 0416 036 933		Balcony Floor
CT04	Ceramic Floor tile	Style Name: Timeless silver Code: TIM Silver Size: 300 x 600 x 10mm	<b>NXT Gen Design</b> Amal Tannous 0416 036 933		Laundry Bathroom floor
CT05	Feature wall tile 1	Style Name: Grey Cube	<b>NXT Gen Design</b> Amal Tannous 0416 036 933		Bathroom Wall GF - Level 4
CT06	Feature wall tile 2	Marble Penny round	N/A		Bathroom Wall Level 5 ONLY

CODE	ITEM	DESCRIPTION	SUPPLIER/ MANUFACTURER	COMMENT/ IMAGE	LOCATION
CT06	Ceramic splashback	CAL Gold 918G	<b>NXT Gen Design</b> Amal Tannous 0416 036 933		Kitchen Splashback
<b>PAINT</b>					
PT01	Paint	Colour: Dulux White Polar QTR	DULUX		Walls and Ceilings Ground FL, L1-L5
PT02	Paint	Colour: Raku	Dulux		All Doors throughout
PT03	Paint	Colour: Dieskau /half	Dulux		Corridors  L1-L5
<b>OTHER</b>					
OT1	Signage	Door signage Finish: Brushed Aluminium		