

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		
co-agent		
vendor	UPG 28 Pty. Ltd. ACN 609 716 181 137 Gilba Rd., Girraween, NSW 2145	
vendor's solicitor	Marc Hardman & Associates Level 1, 27 Hunter Street, Parramatta NSW 2150 PO Box 227, Parramatta NSW 2124	Phone: 9633 1033 Fax: 9633 4936 Ref: MH:LDP:160207 E:marc@hardmanassociates.co m.au
date for completion	See special condition 6	
land (address, plan details and title reference)	Lot /240-250 Great Western Highway, Kingswood, NSW, 2747 Lot in Strata Plan 91028 Folio Identifier /SP91028	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	See Annexure hereto
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)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes

GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes
Proposed electronic transaction (clause 30) ☐ no ☐ YES

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 *RW payment* (residential withholding payment) ☐ NO ☒ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) – further details

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

Supplier's name: **UNIVERSAL PROPERTY GROUP PTY LIMITED**
 Supplier's ABN: **ABN 98 078 297 748**
 Supplier's business address: **137 Gilba Rd., Girraween, NSW 2145**
 Supplier's email address: **bobby@bathla.com.au**
 Supplier's phone number: **96362465**
 Supplier's proportion of *RW payment*: **7%**

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

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

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

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

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

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

List of Documents

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

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number: Comfort Living Strata PO Box 137 PARRAMATTA NSW 2124 Ph: 96355101 Fax: 9687 5395

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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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:

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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.

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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018; usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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 18B of the Swimming Pools Regulation 2008).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

5 Requisitions

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

6 Error or misdescription

- 6.1 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

The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.

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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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; and

20.6.7 served at the earliest time it is served, if it is served more than once.

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 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

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 s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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 14.5 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 not disclosed in this contract; or
- 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation* from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 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 –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<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>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<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 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'</i> <i>Conveyancing Transaction</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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –

31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

1240-250 GREAT WESTERN HIGHWAY KINGSWOOD NSW 2747

SPECIAL CONDITIONS

1. SELLING AGENT.

The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property by any agent or employee of an agent other than the agent, if any, named as such in this Contract and that in the event that it is found that this warranty is untrue and as a result thereof that the Vendor is liable for the payment of the agent's commission arising from this Contract other than to any agent herein named as such, then the Purchaser shall and does hereby indemnify the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission. Such indemnity shall have the effect that any such commission, costs or expenses shall be paid by the Purchaser to the Vendor in addition to the purchase price herein provided for. This special condition of this Contract and warranty shall ensure and remain in full force and effect notwithstanding completion hereof and shall not be deemed to merge in the transfer on completion of this Contract.

2. NOTICES.

The parties hereto agree that fourteen (14) days shall be an adequate period for any notice required to be given under or relating to this Contract.

3. PURCHASER ENQUIRIES.

Subject to the provisions of Section 52A of the Conveyancing Act, 1919, as amended, it is hereby agreed and declared that the Purchaser has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract, and the Purchaser acknowledges that he has made all such enquiries and investigations as he deems appropriate prior to entering into this Contract.

4. DEATH, MENTAL INCAPACITY.

Should either party (or either of them if more than one) die prior to the date of completion of this Contract, or become incapable of managing their affairs within the meaning of the Mental Health Act, 1958, as amended, or any statute which may replace the same, then the other party may by notice in writing rescind this Contract whereupon the

provisions of clause 19 shall apply, provided that the rescinding party is not otherwise in default under this Contract.

5. **INCLUSIONS.**

Included in this sale of the subject premises are the Inclusions listed on the annexure hereto, title to which shall pass to the Purchaser on completion. The Vendor hereby assigns to the Purchaser any rights the Vendor may have pursuant to any manufacturer's warranty with respect to the Inclusions. The Inclusions are sold in the present state and condition, as to which the Vendor makes no warranty.

6. **COMPLETION DATE.**

The Completion Date is the later of:

- (a) Twenty-eight (28) days after the date of this Contract; or
- (b) Fourteen (14) days after the date of service of an Occupation Certificate where such certificate is not annexed hereto.

7. **BUILDING DEFECTS WARRANTY**

- 7.1 Any defects or faults due to faulty materials or workmanship (not including minor shrinkage and minor settlement cracks) which may appear in the Property and which are notified in writing to the Vendor within two (2) months after the date of completion must be amended and made good by the Vendor at the Vendor's expense within a reasonable time after the expiration of that period of two (2) months.
- 7.2 If any disagreement arises in connection with special condition 7.1 either the Vendor or the Purchaser may refer the disagreement to an Expert and the Expert's decision will be final and conclusive and binding on the parties and the cost of the determination must be borne by the party against whom the Expert's decision is made or if there is no such party then by the party or parties who the Expert determines is or are to bear the costs.
- 7.3 For the purposes of this special condition "Expert" shall mean a person with qualifications or experience in the relevant area approved by the Department of Fair Trading and nominated by the Vendor.
- 7.4 Except in the case of Major Defects (being a fault or faults which may cause danger to occupants of the Property or a fault which makes the Property uninhabitable), the Purchaser must not request the Vendor to amend and make good before completion any defects or faults which may have appeared in the Property before completion, and is not

entitled to delay completion for defects that are other than Major Defects.

8 **RELEASE OF DEPOSIT.**

The Deposit Holder is the vendor's solicitor.

Notwithstanding anything herein contained, the purchasers hereby authorize and directs the vendor's Solicitor or agent to release to the vendor, or as the vendor may direct, the deposit monies.

9 **INCONSISTANCY WITH PRINTED CLAUSES.**

In the event that the Special Conditions contained herein are in any way inconsistent with, or conflict with, the printed provisions of this Contract for sale, then the Special Conditions shall prevail.

10 **COMPLETION**

10.1 If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete the Contract within fourteen (14) days from the date of service of such Notice.

10.2 If the Vendor serves a Notice to Complete pursuant to this Clause then the purchaser shall allow on completion the costs of the Vendor incurred in the issue and service of such notice in the sum of \$330.00 inclusive GST. The payment of such costs is an essential term of this Contract.

10.3 If the purchaser completes this contract but does not do so on or before the completion date, then upon actual completion:

10.3.1 the purchaser must pay the Vendor interest on:

10.3.1.1 the balance of the price; and

10.3.1.2 any other amount payable by the purchaser to the Vendor under this contract,

from but excluding the completion date to and including the date of actual completion at the rate of 10% per annum; and

- 10.3.2 despite clause 14, adjustments are to be made as at the earliest of the completion date; the date possession is given to the purchaser and the date of actual completion.
- 10.4 Payment of interest in accordance with this Clause 10 is an essential term of this contract.
- 10.5 The purchaser need not pay interest under this clause 38 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.
- 10.6 If a party is entitled to serve a notice to complete, then 14 days excluding the day on which that notice is served) is a reasonable period to allow for completion in that notice.
- 10.7 Where the Purchaser has booked a date, time and place for actual completion with the Vendor, and such booking is cancelled through no default of the Vendor, then for each such cancelled booking the Purchaser shall allow to the Vendor as an adjustment at actual completion the sum \$165.00 inclusive of GST.

11. COUNCIL RATES, WATER RATES, LAND TAX, INSURANCE PREMIUMS

- 11.1 **Council Rates-**If, at completion, a separate assessment for council rates in respect of the Property for the year current at completion has not been issued, the Vendor must pay the actual separate assessment if and when it issues. On completion the purchaser must adjust the amount of \$1,500.00 per annum and no regard is to be had to the actual separate assessment if and when it issues.
- 11.2 **Water Rates-** If, at completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at completion has not issued, the vendor must pay the actual separate assessment if and when it issues. On completion the Purchaser must adjust the amount of \$500.00 per quarter and no regard is to be had to the actual separate assessment if and when it issues.
- 11.3 **Land Tax-** The vendor and purchaser agree that the amount of \$1,200.00 for the Lot shall be adjusted upon completion for the payment of land tax for the then current land tax year and no regard is to be had to the actual liability for any land tax which may be payable on the Land before Subdivision, or the Lot.

11.4 **Insurance premiums and Pre-paid maintenance contracts**– Strata Insurance premiums and Pre-paid Maintenance Contracts for the maintenance of bio-filtration basins and storm filters payable in respect of the development of the Property will be out-goings for the purposes of calculating adjustments on settlement.

11.5 The Vendor must, on or before completion, pay or procure the payment of:

- i. any assessment for council rates, and
- ii. any assessment for water and sewerage rates

issued before completion for the Land before subdivision or for the Lot either in full or to the extent necessary to free the Lot from any charge for the payment of rates.

11.6 (a) The Vendor must on or before completion, pay or procure the payment of any assessment for land tax issued before completion for the Land before Subdivision of the Lot either in full or to the extent necessary to free the Lot from any charge for the payment of land tax.

(b) Where a land tax assessment has not been issued or a land tax certificate shows that the property may be liable for a charge but no value is attributed to the property, then the purchaser agrees to accept at completion and undertaking from the vendor to pay any assessment within the time limited by such assessment for payment. The vendor agrees that the amount of \$1,000.00 is to be held in trust by the vendor's solicitor until such time as the assessment has been paid.

(c) The vendor will have complied with its obligations pursuant to Schedule 2, Clause 5 of the Conveyancing (Sale of Land) Regulation 2010 if it serves a land tax certificate for the year current at completion that relates to the land as it was registered as at midnight on the 31st December in the year immediately before the year of completion.

11.7 Clauses 23.13 and 23.14 are deleted.

12 SYDNEY WATER

12.1 The Purchaser acknowledges that at the date of this Contract an accurate diagram of the Land from the appropriate sewerage authority showing where the Sydney Water sewer will affect the land on completion of the Works may not be available. The Vendor warrants that all water, sewerage and drainage work has been or will be carried

out all times with the approval of Sydney Water and this warranty shall not merge on completion.

12.2 The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with the warranty in clause 12.1.

12.3 Completion is not subject to or conditional upon the Vendor providing any updated diagram form Sydney Water.

13. GST

The purchase price includes GST and the Vendor may not make any additional charge on account of GST.

The Vendor is entitled to pay GST under the scheme known as or generally referred to as the margin scheme under a New Tax System (Goods and Services Tax) Act 1999. The parties hereby agree that the margin scheme is to apply.

The Purchaser acknowledges that because the Vendor uses the margin scheme, the Purchaser will not be entitled to claim an input tax credit in respect of GST paid by the Vendor.

For the purposes of this clause GST means goods and services tax, value added tax, consumption tax or a similar tax.

14. DEPOSIT

The Deposit is ten percent (10%) of the Price.

14.1 If the Vendor agrees in writing prior to exchange, or prior to the expiry of any statutory Cooling-Off Period, that it will accept payment of the Deposit by instalments, then:

14.2 the Deposit is payable as to 5% upon exchange, or upon the expiry of any statutory Cooling-Off Period, and the balance of 5% is payable on or before the Completion Date. The provisions of clauses 2.3 and 2.5 continue to apply until the deposit is paid in full.

14.3 Clause 9.1 is deleted and replaced with: "keep or recover 10% of the Price".

14.3 Notwithstanding the provisions of the Contract the Vendor will accept on exchange of contracts a bank guarantee or deposit bond for the deposit in the place of cash payment. Such guarantee or deposit

bond must be effective until the completion of this Contract and be issued by a bank or insurance Company approved by the Vendor.

15. SMOKE ALARM

15.1 For the purposes of the Conveyancing Act (Sale of Land) Regulation 2005 the Vendor discloses that:

- (a) this contract relates to land on which a building is situated;
- (b) smoke alarms or heat alarms are required by Division 7A (Smoke Alarms) of Part 9 of the Environmental Planning and Assessment Regulation 2000 to be installed in the building;
- (c) the building complies with this requirement.

15.2 The purchaser shall not be entitled to make any objection, requisition or claim for compensation relating to this specific disclosure.

16. PURCHASER'S REQUISITIONS ON TITLE

16.1 Notwithstanding anything else herein contained, the Purchaser agrees to only make those requisitions on title as are set out in the form of requisitions annexed hereto. These requisitions are deemed to have been made as at the date of this contract.

16.2 Annexed hereto are the vendor's replies to the purchaser's requisitions on title.

17. AMENDMENTS TO PRINTED CONDITIONS

The Printed Conditions shall be amended in the following manner:

17.1 In Clause 7.1.1, "5%" is replaced with "1%";

17.2 Clause 7.1.3 is replaced with: "the purchaser does not serve notice waiving the claims within five (5) days after that service, and"

17.3 Clause 10.1, line 1 is replaced with:

"The purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of: "

17.4 Clauses 15, 14.4.2; 16.8, 23.9, 23.13, 23.14 and 28 are deleted;

17.5 the words "plus another 20% of that fee" are deleted from the end of clause 16.5.

Hazel Inclusions- Apartments

Split Air Conditioner for living area

Kitchen:

Westinghouse Oven WVE613 S

Westinghouse Cook Top WHG644 SA -600mm

Westinghouse Retractable Range hood 3 Speed WRR614 SA -600mm

Stone Bench top 20mm

Double Bowl Sink with drainer and chrome mixer

Kitchen cupboards –White Top & bottom grey with Handles

Tiles to Kitchen Splash Backs – Grey

Tiles in kitchen

Bedrooms, Living & Dining:

Tiles in living and Dining

Timber look Hybrid flooring in bedrooms

Timber look Hybrid flooring in Steps & Hallway (if double story apartment)

Polyester Vertical Blinds to Windows and Sliding Doors (except baths & laundry)

Built-in Wardrobes (Both Mirrors)

Bathrooms:

Tiles to Bathroom-"Full height White Tiles with feature Wall

Bathroom Accessories -"Premium Range Chrome Finish"

- Vanity with ceramic top
- Square Chrome Tap ware
- Square Chrome Bath basin Mixer
- Porcelain close couples toilet suites
- Toilet roll holder
- Chrome towel rail
- Shower screens
- Vanity mirrors

Laundry:

- Splashback-1.2 meter high-300 x 600 white finish tiles in Basin area
- Stainless Steel Laundry Tub
- Dryer

Others:

Oyster light in bedrooms

Downlights in living area

Gas Hot Water System

Locks on Sliding Windows and sliding doors

Phone Line

TV Antenna Outlet

Gas Outlet

REPLIES TO STRATA TITLE (RESIDENTIAL) PROPERTY
REQUISITONS ON TITLE

As far as the Vendor is aware, and apart from anything noted in the Contract, the vendor makes the following replies:

1. Noted
2. No
3. – 5. Not applicable
6. – 7. Noted
8. No
9. At first mortgagee's by appointment
10. No
11. Noted
12. Subject to contract
13. Noted
14. No
15. (a) Yes
(b) – (c) No
(d) Subject to contract
(e) Subject to Contract
16. No
17. Not applicable
- 18.(a) Not applicable
(b) – (c) No
19. No
20. No
- 21.- 22 Not applicable
23. No
24. Not applicable
25. To be provided at completion
26. Not agreed, to be provided prior to completion
- 27.- 28. Subject to contract
29. Noted

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies 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 and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or 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?

Survey and building

13. 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 and that all improvements comply with local government/planning legislation.
14. 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.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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? 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? 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*.

16. 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?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. 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 resumption or acquisition or proposed resumption or acquisition?
 - (ii) 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.
 - (iii) 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?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. 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

25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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 completion date.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP91028

SEARCH DATE	TIME	EDITION NO	DATE
30/4/2019	11:38 AM	1	18/4/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 91028
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSWOOD
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP91028

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 91028
ADDRESS FOR SERVICE OF DOCUMENTS:
240-250 GREAT WESTERN HIGHWAY
KINGSWOOD NSW 2747

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 K532464 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 K125555 EASEMENT FOR BATTER 0.76 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1245262 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1245262 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
- 7 DP1245262 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- * 8 AP202589 POSITIVE COVENANT
- * 9 AP202590 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP91028

PAGE 2

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

STRATA PLAN 91028

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 91028							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 97		2 - 97		3 - 97		4 - 97	
5 - 97		6 - 106		7 - 84		8 - 66	
9 - 97		10 - 97		11 - 97		12 - 97	
13 - 97		14 - 106		15 - 84		16 - 66	
17 - 102		18 - 97		19 - 97		20 - 97	
21 - 97		22 - 106		23 - 84		24 - 97	
25 - 97		26 - 97		27 - 97		28 - 97	
29 - 102		30 - 84		31 - 66		32 - 97	
33 - 97		34 - 97		35 - 97		36 - 106	
37 - 84		38 - 66		39 - 104		40 - 104	
41 - 86		42 - 86		43 - 88		44 - 104	
45 - 104		46 - 91		47 - 91		48 - 91	
49 - 84		50 - 106		51 - 102		52 - 97	
53 - 97		54 - 97		55 - 97		56 - 66	
57 - 84		58 - 106		59 - 106		60 - 97	
61 - 97		62 - 97		63 - 97		64 - 66	
65 - 84		66 - 106		67 - 102		68 - 97	
69 - 97		70 - 97		71 - 97		72 - 66	
73 - 84		74 - 106		75 - 102		76 - 97	
77 - 97		78 - 97		79 - 97		80 - 66	
81 - 84		82 - 106		83 - 106		84 - 97	
85 - 97		86 - 97		87 - 97		88 - 88	
89 - 86		90 - 86		91 - 104		92 - 104	
93 - 88		94 - 86		95 - 86		96 - 104	
97 - 104		98 - 170		99 - 79		100 - 79	
101 - 71		102 - 74		103 - 74		104 - 70	
105 - 83		106 - 105		107 - 95			

NOTATIONS

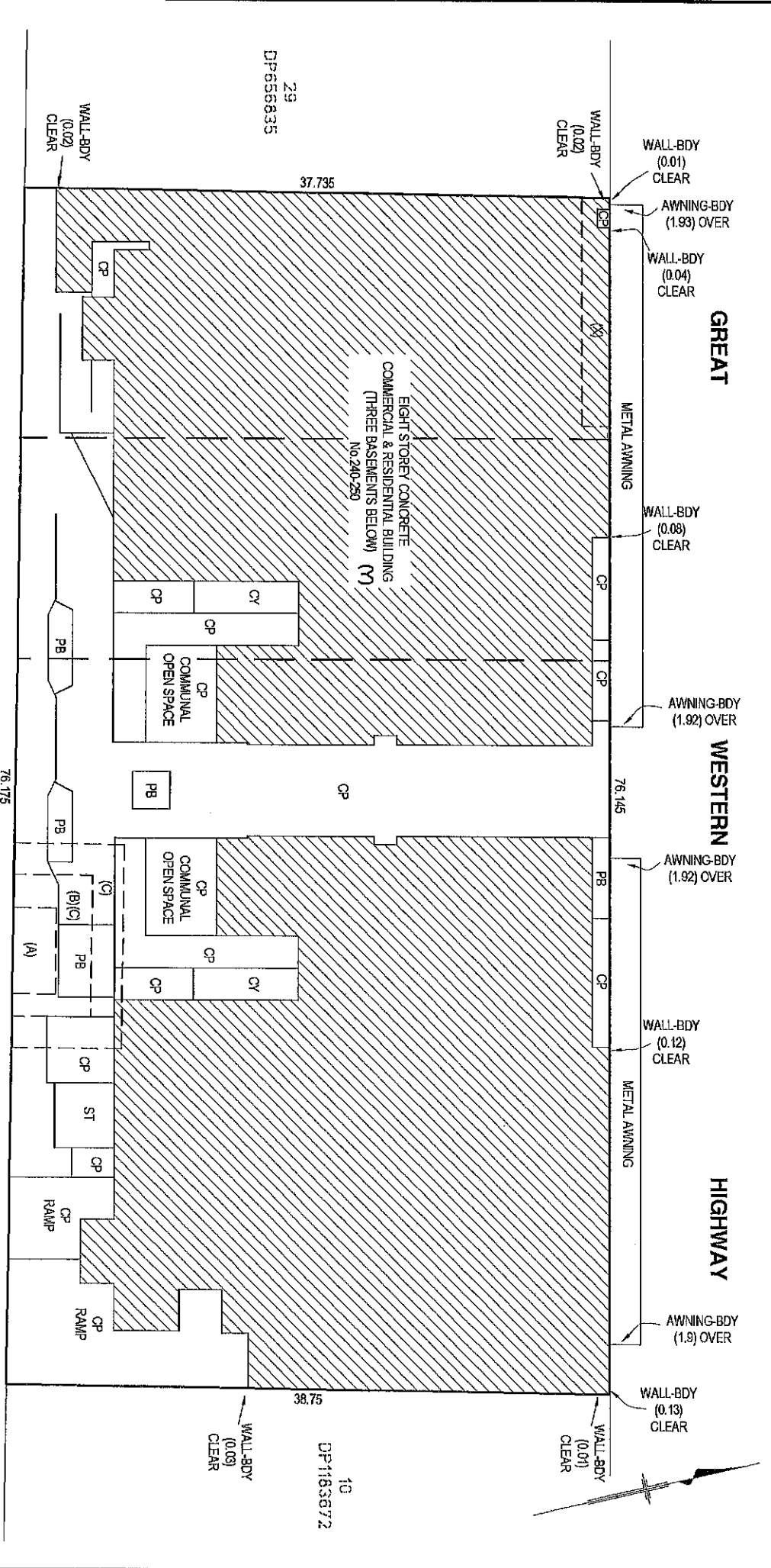
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

160207

PRINTED ON 30/4/2019

* 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.



- (X) EASEMENT FOR BATTER 0.76 WIDE (K 126665)
- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.76 WIDE (DP1245282)
- (B) RESTRICTION ON THE USE OF LAND (DP1245282)
- (C) RESTRICTION ON THE USE OF LAND (DP1245282)
- (Y) COVENANT (K532404)

CP - COMMON PROPERTY
CY - COURTYARD
PB - PLANTER BOX
ST - STAIRS (CP)

LOCATION PLAN

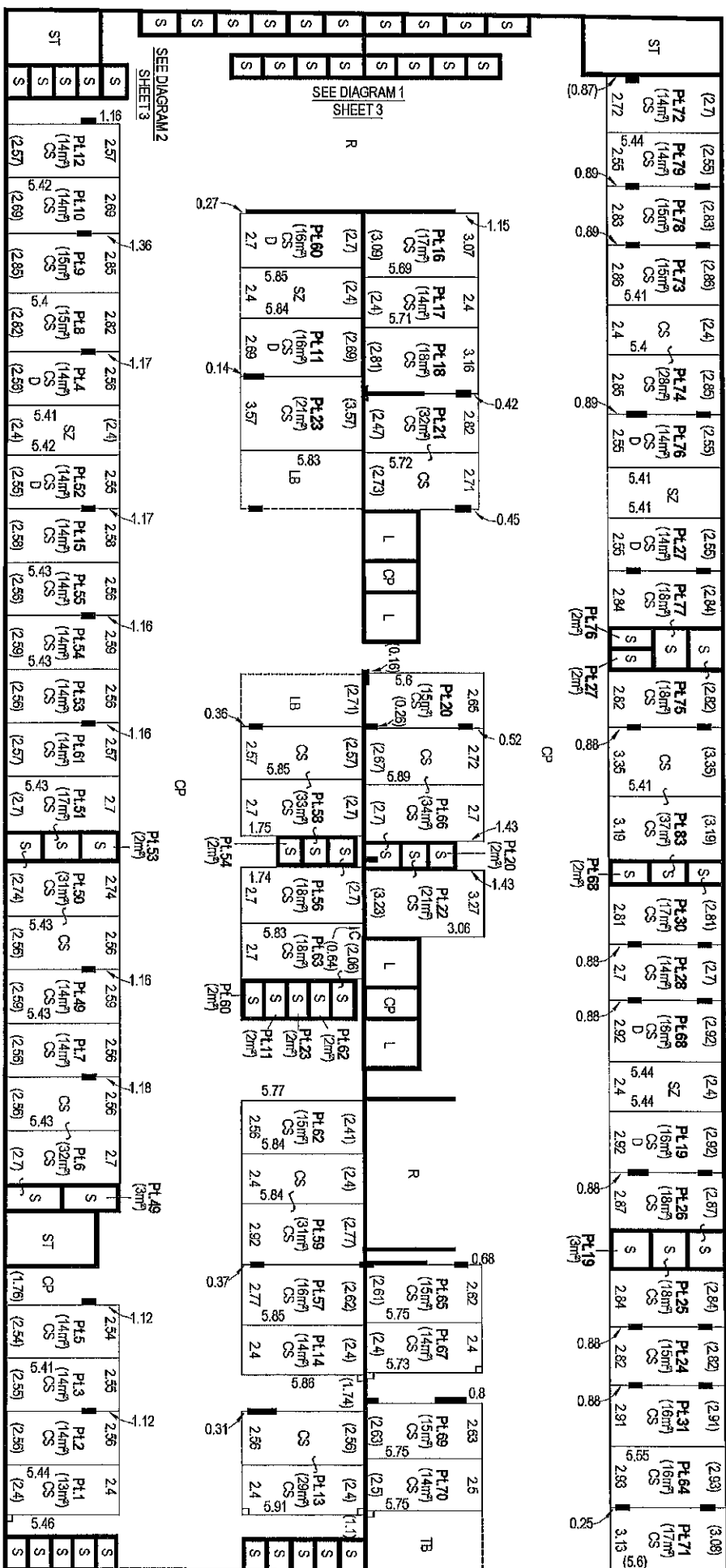
PLAN OF SUBDIVISION OF LOT 1 IN DP 1209517

Surveyor:
MICHAEL DARK
Date of Survey: 22/03/2019
Surveyor's Ref: 6663

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

REGISTERED
18.4.2019

SP91028



NOTES:

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2016
3. FOR CLARITY NOT ALL COMMON INFRASTRUCTURE IS SHOWN
4. THE STRUCTURE OF ALL BOLLARDS AND BALUSTRADES ARE COMMON PROPERTY

BASEMENT 3

CP	COMMON PROPERTY
CS	CAR SPACE
D	DISABLED PARKING
L	LIFT (CP)
LB	LOADING BAY (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
TB	TURNING BAY (CP)

—  PROLONGATION OF FACE OF COLUMN OR WALL

—  PROLONGATION OF CENTRELINE OF COLUMN

—  RIGHT ANGLE

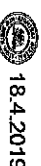
PLAN OF SUBDIVISION OF LOT 1 IN DP 1209517

Surveyor:
MICHAEL DARK
Date of Survey: 22/03/2015
Surveyor's Ref: 6563

LGA: PENRITH

Locality: KINGSWOOD
Reduction Ratio 1:200
Lengths are in metres.

REGISTERED



18.4.2019

SP91028



Pt.72 (2m ²) S	Pt.73 (2m ²) S	Pt.74 (1m ²) S	Pt.75 (2m ²) S	Pt.76 (2m ²) S	Pt.77 (2m ²) S	Pt.78 (2m ²) S	Pt.79 (2m ²) S	Pt.80 (2m ²) S	Pt.81 (2m ²) S
----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------

Pt.18 (2m ²) S	Pt.19 (2m ²) S	Pt.20 (2m ²) S	Pt.21 (2m ²) S	Pt.22 (2m ²) S	Pt.23 (2m ²) S	Pt.24 (2m ²) S	Pt.25 (2m ²) S	Pt.26 (2m ²) S	Pt.27 (2m ²) S
----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------

Pt.15 (2m ²) S	Pt.16 (2m ²) S	Pt.17 (2m ²) S	Pt.18 (2m ²) S	Pt.19 (2m ²) S	Pt.20 (2m ²) S	Pt.21 (2m ²) S	Pt.22 (2m ²) S	Pt.23 (2m ²) S	Pt.24 (2m ²) S
----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------

Pt.13 (2m ²) S	Pt.14 (2m ²) S	Pt.15 (2m ²) S	Pt.16 (2m ²) S	Pt.17 (2m ²) S	Pt.18 (2m ²) S	Pt.19 (2m ²) S	Pt.20 (2m ²) S	Pt.21 (2m ²) S	Pt.22 (2m ²) S
----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------

Pt.13 (2m ²) S	Pt.14 (2m ²) S	Pt.15 (2m ²) S	Pt.16 (2m ²) S	Pt.17 (2m ²) S	Pt.18 (2m ²) S	Pt.19 (2m ²) S	Pt.20 (2m ²) S	Pt.21 (2m ²) S	Pt.22 (2m ²) S
----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------

DIAGRAM 2 N.T.S.

BASEMENT 3

DIAGRAM 3 N.T.S.

BASEMENT 3

DIAGRAM 4 N.T.S.

BASEMENT 3

Pt.28 (2m ²) S	Pt.29 (2m ²) S	Pt.30 (2m ²) S	Pt.31 (2m ²) S	Pt.32 (2m ²) S	Pt.33 (2m ²) S	Pt.34 (2m ²) S	Pt.35 (2m ²) S	Pt.36 (2m ²) S	Pt.37 (2m ²) S
----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------

Pt.45 (2m ²) S	Pt.46 (2m ²) S	Pt.47 (2m ²) S	Pt.48 (2m ²) S	Pt.49 (2m ²) S	Pt.50 (2m ²) S	Pt.51 (2m ²) S	Pt.52 (2m ²) S	Pt.53 (2m ²) S	Pt.54 (2m ²) S
----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------

Pt.91 (2m ²) S	Pt.92 (2m ²) S	Pt.93 (2m ²) S	Pt.94 (2m ²) S	Pt.95 (2m ²) S	Pt.96 (2m ²) S	Pt.97 (2m ²) S	Pt.98 (2m ²) S	Pt.99 (2m ²) S	Pt.100 (2m ²) S
----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	-----------------------------------

DIAGRAM 6 N.T.S.

BASEMENT 2

DIAGRAM 1 N.T.S.

BASEMENT 3

BASEMENT
DIAGRAMS

DIAGRAM 5 N.T.S.

BASEMENT 2

S - STORAGE

PLAN OF SUBDIVISION OF LOT 1 IN DP 1209517

Surveyor:
MICHAEL DARK
Date of Survey: 22/03/2019
Surveyor's Ref: 6563

L.G.A.: PENRITH
Locality: KINGSWOOD
Reduction Ratio 1:100
Lengths are in metres.

REGISTERED
18.4.2019

SP91028

- NOTES:-**
1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 3. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN
 4. THE STRUCTURE OF ALL BOLLARDS AND BALUSTRADES ARE COMMON PROPERTY

BASEMENT 2

- CP - COMMON PROPERTY
- CS - CAR SPACE
- D - DISABLED PARKING
- L - LIFT (CP)
- R - RAMP (CP)
- S - STORAGE
- ST - STAIRS (CP)
- SZ - SHARED ZONE (CP)
- TB - TURNING BAY (CP)
- VP - VISITOR PARKING (CP)
- WB - WASH BAY (CP)

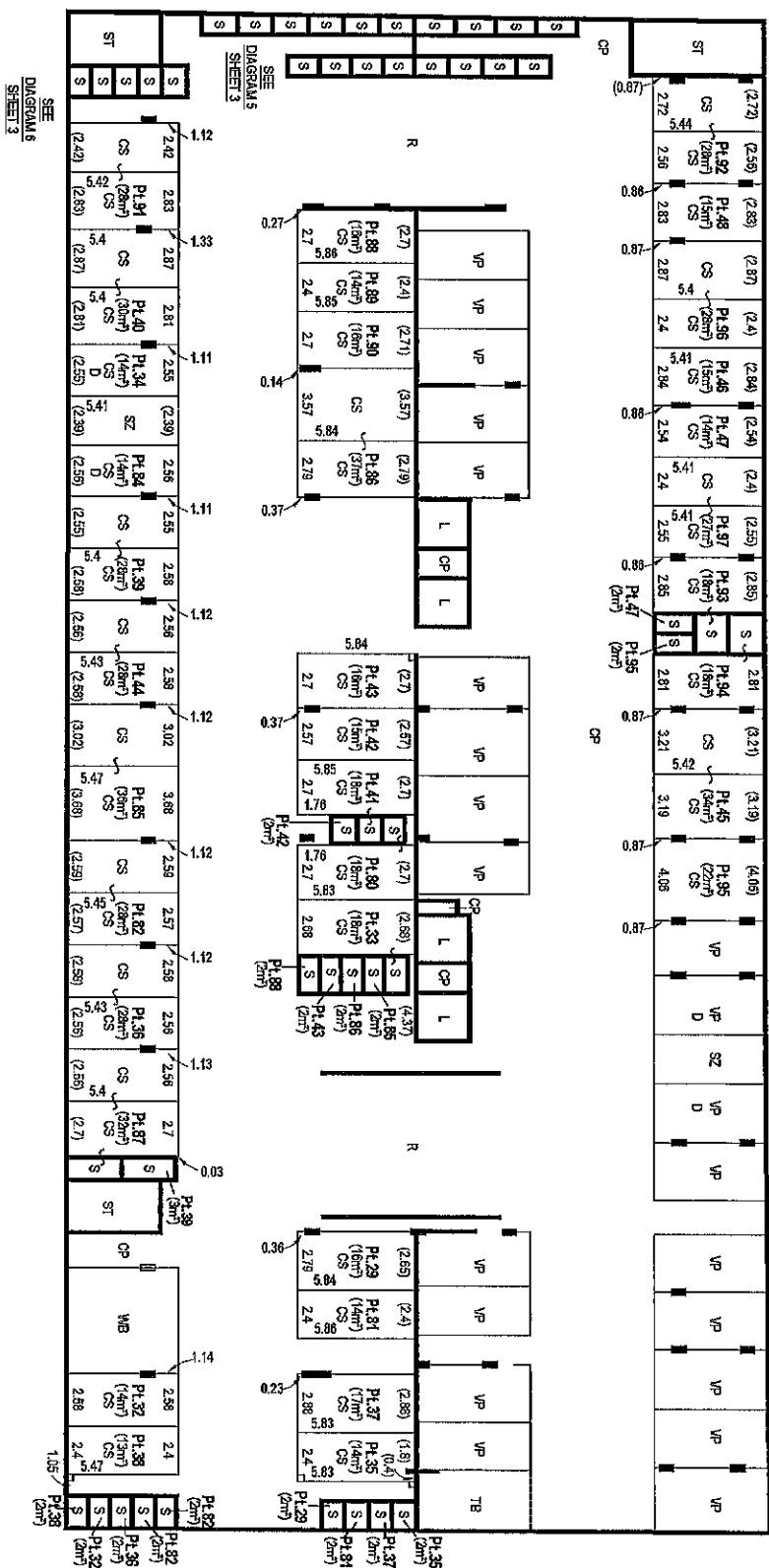
LGA: PENRITH

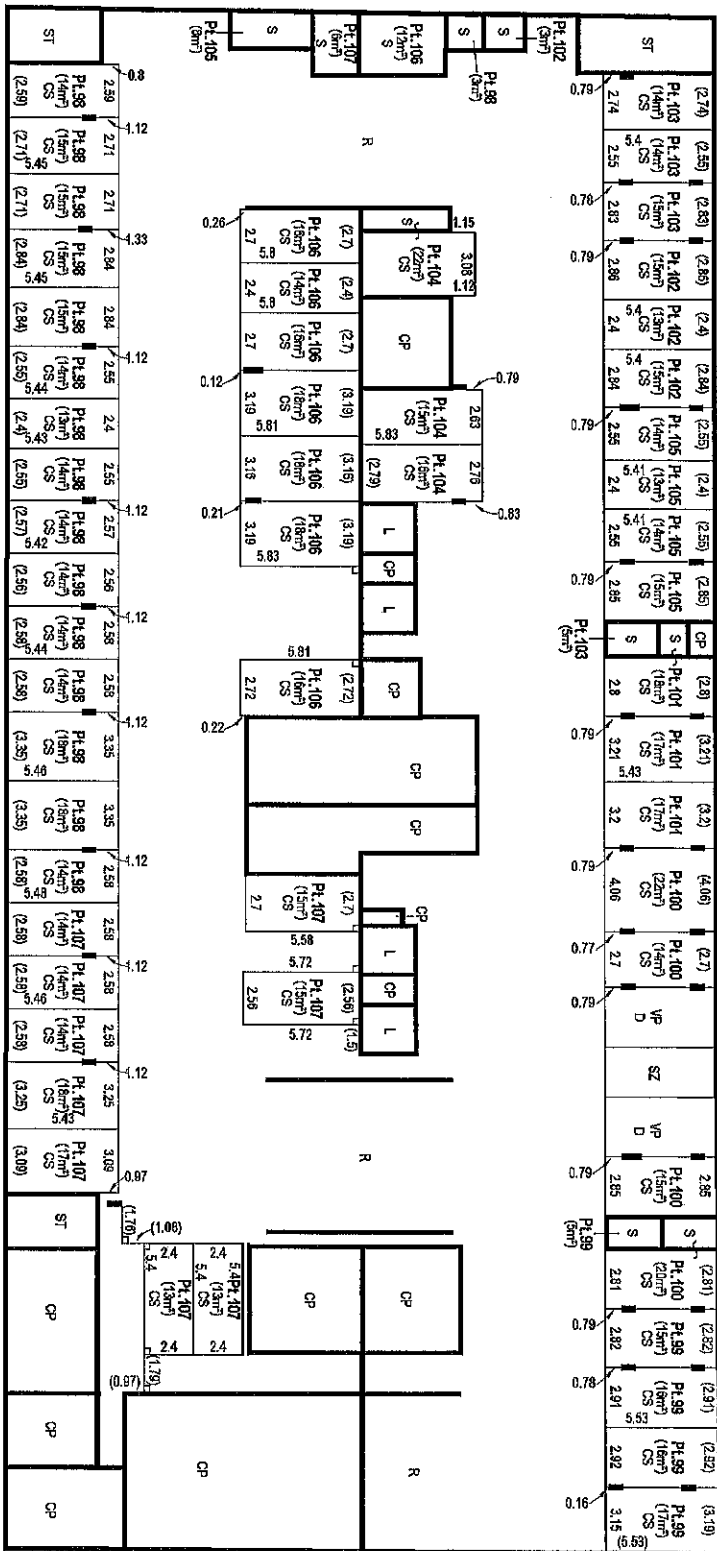
REGISTERED

Reduction Ratio 1:250

18-4-2019

SP91028





NOTES:

1. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT'S COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
3. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN
4. THE STRUCTURE OF ALL BOLLARDS AND BALUSTRADES ARE COMMON PROPERTY

BASEMENT 1

- CP - COMMON PROPERTY
- CS - CAR SPACE
- D - DISABLED PARKING
- L - LIFT (CP)
- R - RAMP (CP)
- S - STORAGE
- ST - STAIRS (CP)
- SZ - SHARED ZONE (CP)
- VP - VISITOR PARKING (CP)

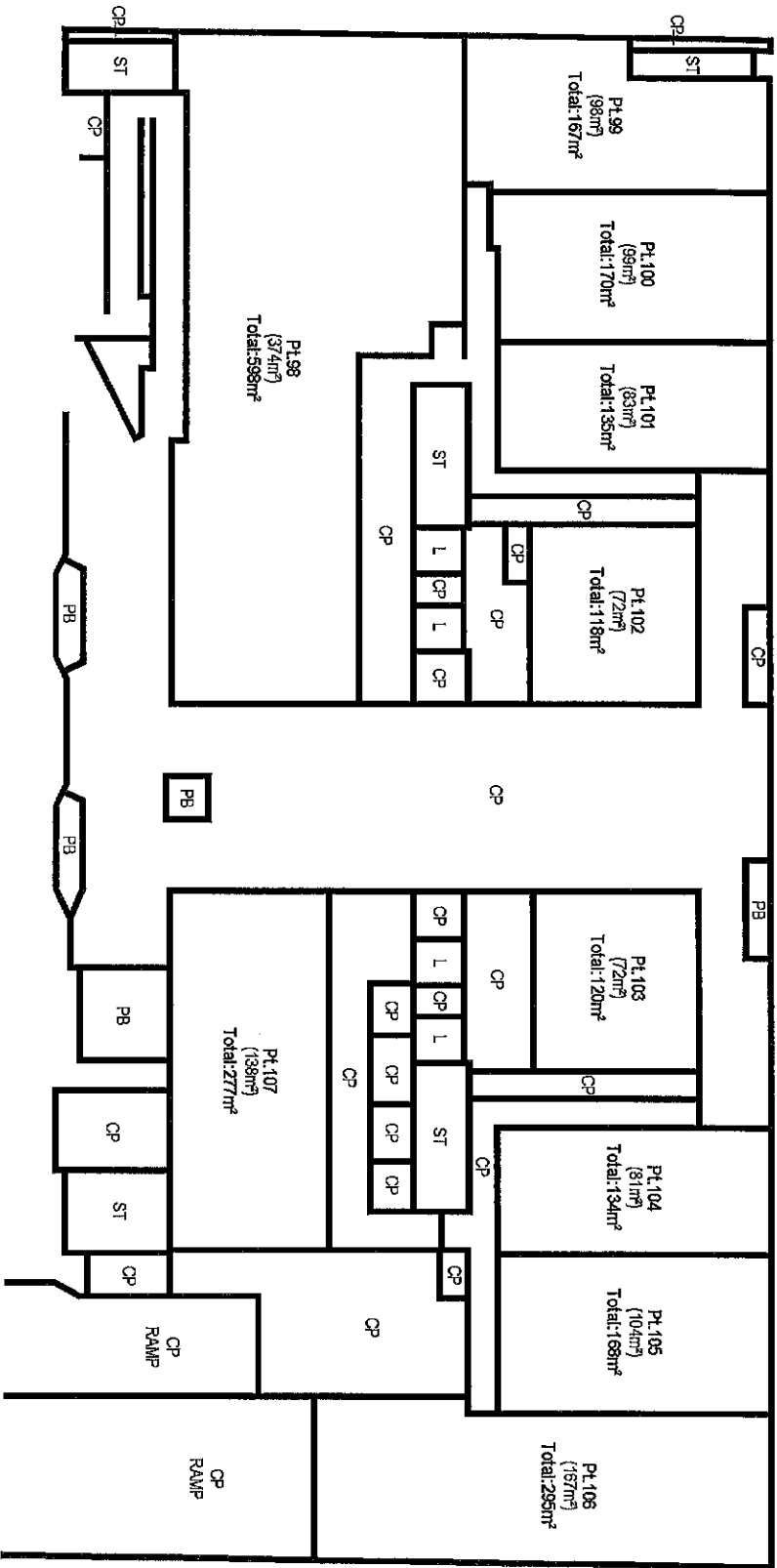
PLAN OF SUBDIVISION OF LOT 1 IN DP 1209517

Surveyor:
MICHAEL DARK
Date of Survey: 22/03/2019
Surveyor's Ref: 6563

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

REGISTERED
18.4.2019

SP91028



NOTES:

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

LEVEL 1

CP - COMMON PROPERTY
L - LIFT (CP)
PB - PLANTER BOX (CP)
ST - STAIRS (CP)

Surveyor:

MICHAEL DARK

Date of Survey: 22/03/2019

Surveyor's Ref: 6563

PLAN OF SUBDIVISION OF LOT 1 IN DP 1209517

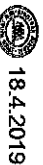
L G A: PENRITH

Locality: KINGSWOOD

Reduction Ratio 1:250

Lengths are in metres.

REGISTERED

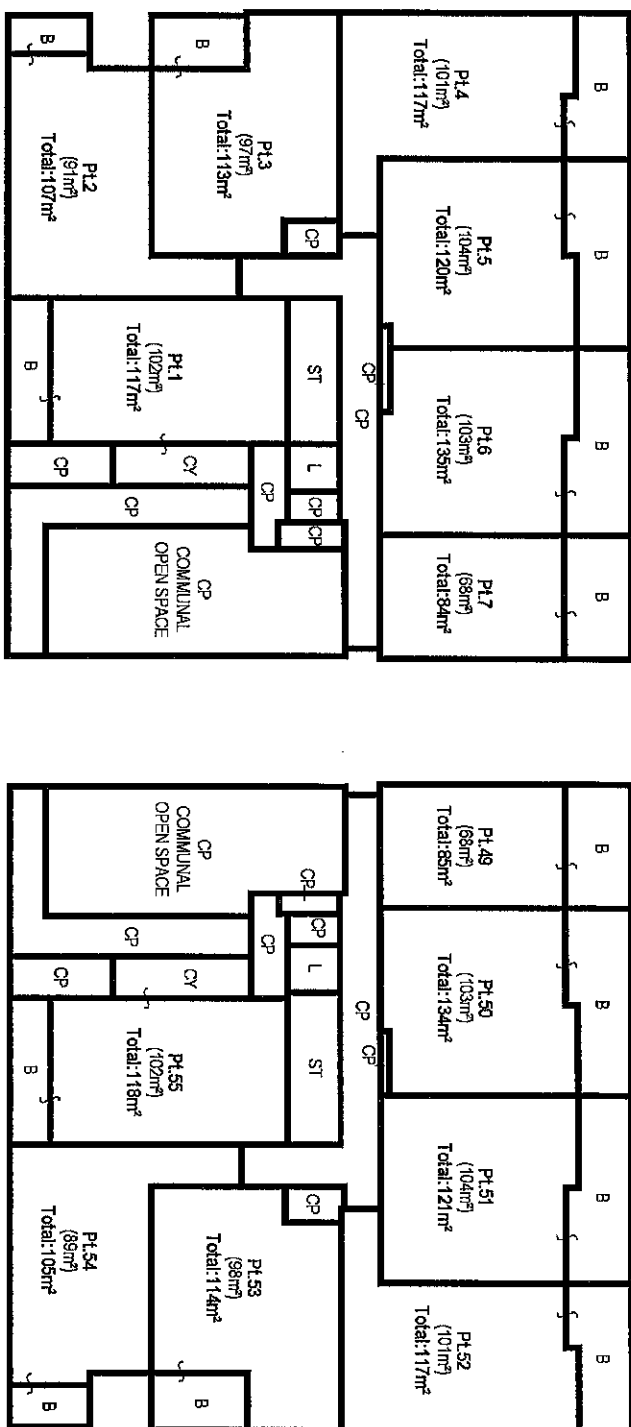


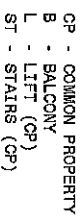
18.4.2019

SP91028

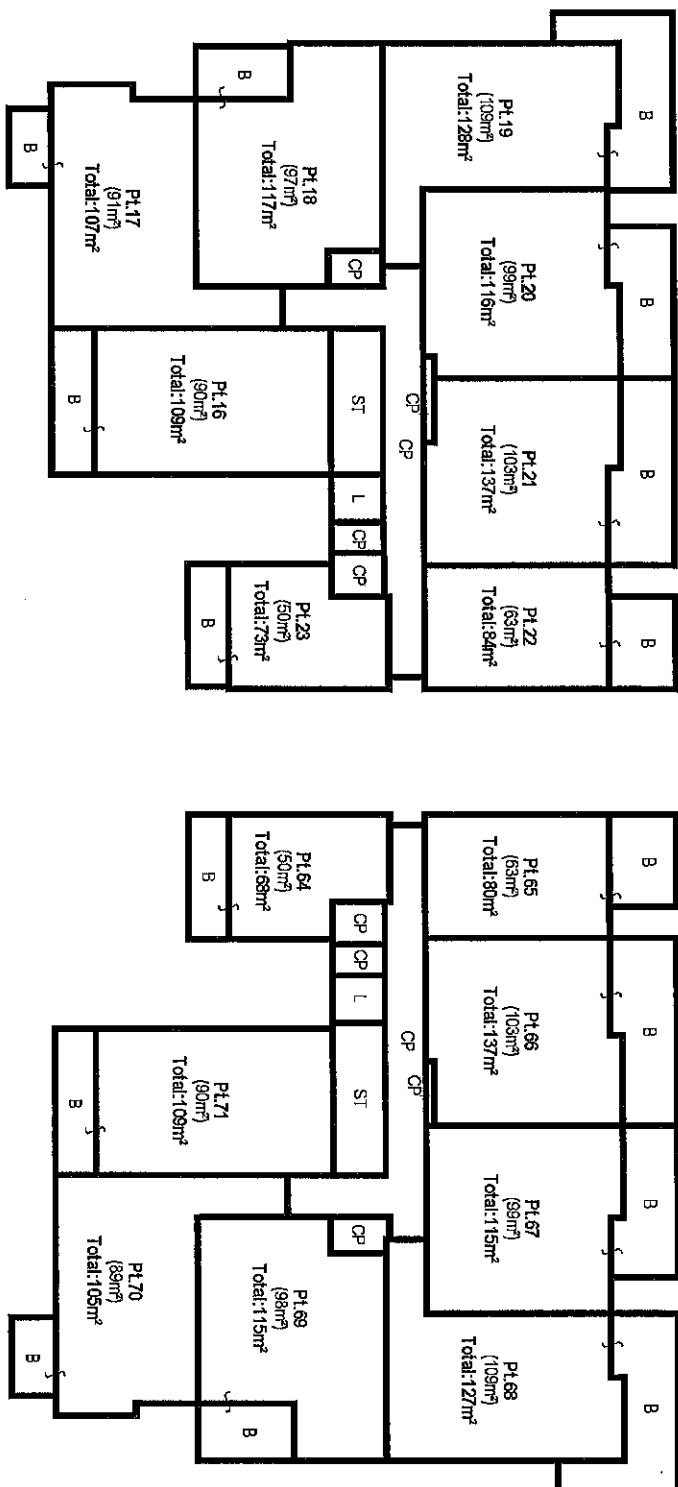
CP - COMMON PROPERTY
B - BALCONY
CY - COURTYARD
L - LIFT (CP)
ST - STAIRS (CP)

SP91028





SP91028



LEVEL 4

- NOTES:-**
1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 25 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2016
 4. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

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

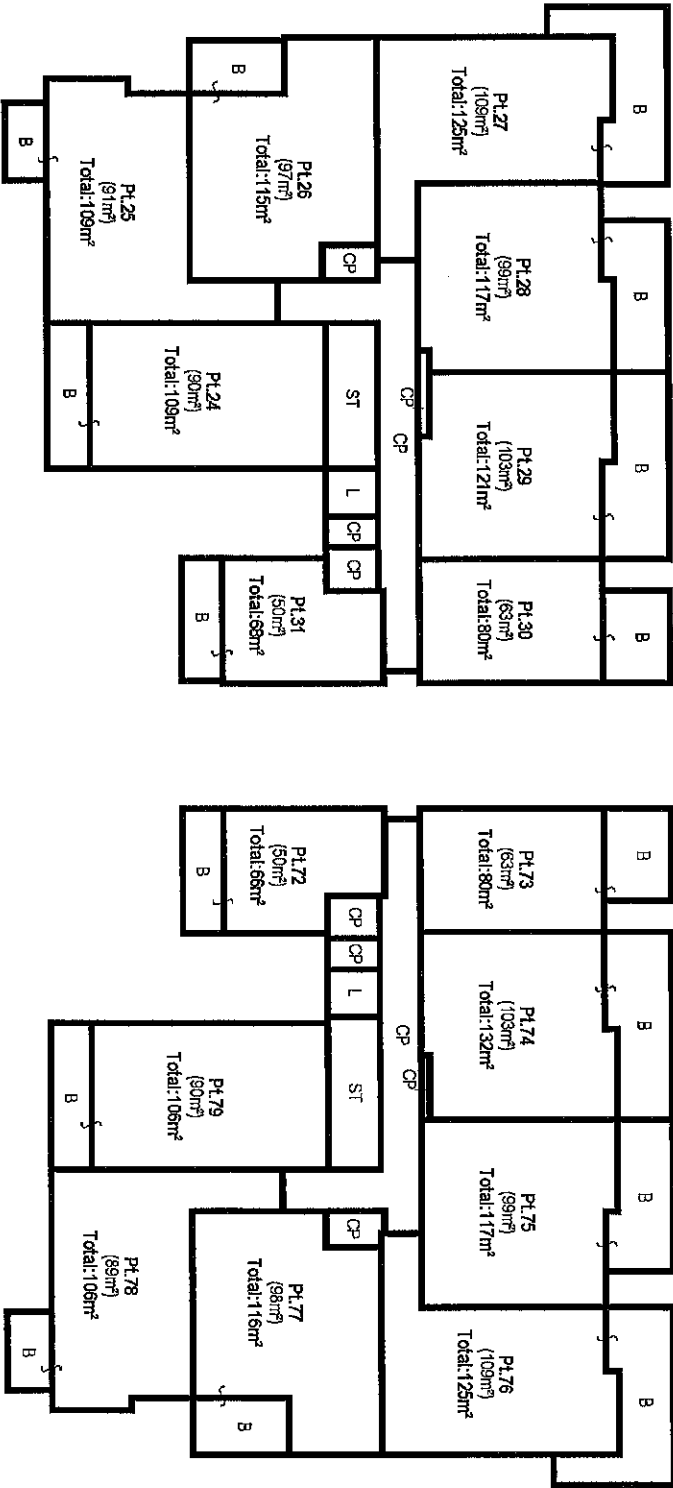
PLAN OF SUBDIVISION OF LOT 1 IN DP 1209517

Surveyor:
 MICHAEL DARK
 Date of Survey: 22/03/2019
 Surveyor's Ref: 6563

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

REGISTERED
 18.4.2019

SP91028



NOTES:-

1. THE LIMIT OF THE STRUTUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2016
4. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 5

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

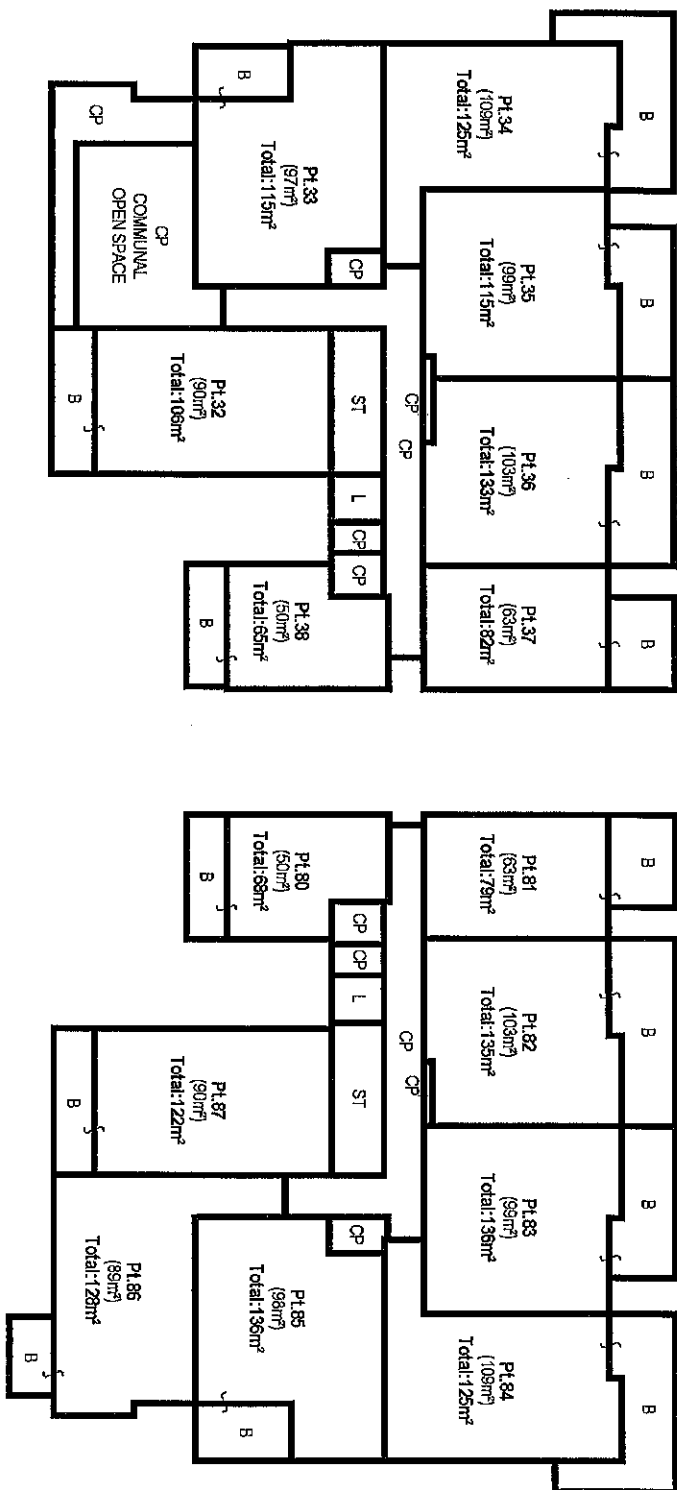
PLAN OF SUBDIVISION OF LOT 1 IN DP 1209517

Surveyor:
MICHAEL DARK
Date of Survey: 22/03/2019
Surveyor's Ref: 6563

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

REGISTERED
18.4.2019

SP91028



NOTES:

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2016
4. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 6

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

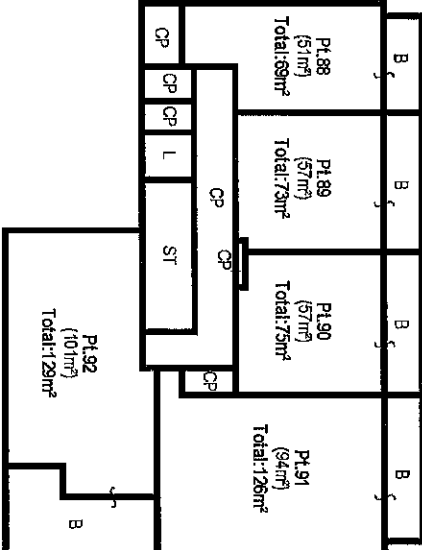
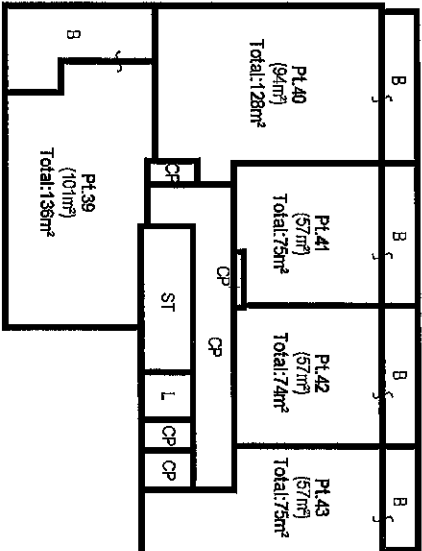
PLAN OF SUBDIVISION OF LOT 1 IN DP 1209517

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

REGISTERED
 18.4.2019

SP91028

Surveyor:
 MICHAEL DARK
 Date of Survey: 22/03/2019
 Surveyor's Ref: 8563



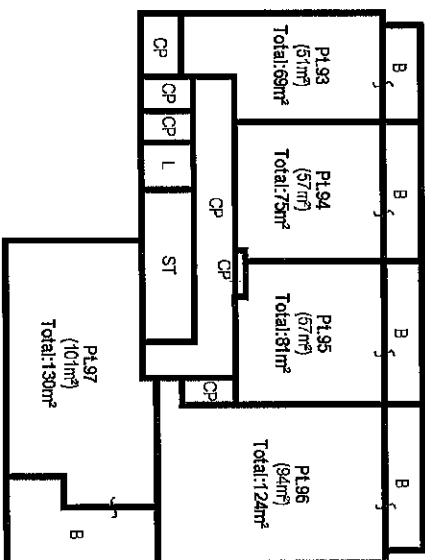
- NOTES:-
1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
 3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2016
 4. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 7

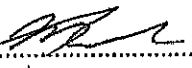
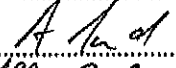
- CP - COMMON PROPERTY
B - BALCONY
L - LIFT (CP)
ST - STAIRS (CP)

Surveyor: MICHAEL DARK Date of Survey: 22/03/2019 Surveyor's Ref: 6563	PLAN OF SUBDIVISION OF LOT 1 IN DP 1209517	L G A: PENRITH Locality: KINGSWOOD Reduction Ratio 1:250 Lengths are in metres.	REGISTERED  18.4.2019	SP91028
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CP - COMMON PROPERTY
B - BALCONY
L - LIFT (CP)
ST - STAIRS (CP)



SP91028

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 7 sheets	
Office Use Only			Office Use Only		
Registered:  18.4.2019			SP91028		
PLAN OF SUBDIVISION OF: LOT 1 IN DP1209517			LGA: PENRITH Locality: KINGSWOOD Parish: MULGOA County: CUMBERLAND		
This is a freehold Strata Scheme					
Address for Service of Documents 240-250 Great Western Highway Kingswood NSW 2747 Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: ~~* Model by-laws for residential strata schemes together with:~~ Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I, MICHAEL DARK of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place ~~*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^~~			Strata Certificate (Accredited Certifier) I Andrew Symonds being an Accredited Certifier, accreditation number BPB 1837, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . ~~*(a) This plan is part of a development scheme.~~ *(b) The building encroaches on a public place and in accordance with section 62(3) <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. ~~*(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>.~~		
Signature:  Date: 22/03/19 Surveyor ID: 8949 Surveyor's Reference: 6563 ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Certificate Reference: 15302 Relevant Planning Approval No.: CBC 15301 issued by: ANDREW SYMONDS Signature:  Date: 5 APRIL 2019 ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 7 sheet(s)
Office Use Only		Office Use Only
Registered:  18.4.2019		SP91028

VALUER'S CERTIFICATE

I, Paul Michael Woodbury, FAPI, Membership No 68091 of woodburyAU..... being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: PM Woodbury Date 5 April 2019

SCHEDULE OF UNIT ENTITLEMENT

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	97	28	97	55	97	82	106
2	97	29	102	56	66	83	106
3	97	30	84	57	84	84	97
4	97	31	66	58	106	85	97
5	97	32	97	59	106	86	97
6	106	33	97	60	97	87	97
7	84	34	97	61	97	88	88
8	66	35	97	62	97	89	86
9	97	36	106	63	97	90	86
10	97	37	84	64	66	91	104
11	97	38	66	65	84	92	104
12	97	39	104	66	106	93	88
13	97	40	104	67	102	94	86
14	106	41	86	68	97	95	86
15	84	42	86	69	97	96	104
16	66	43	88	70	97	97	104
17	102	44	104	71	97	98	170
18	97	45	104	72	66	99	79
19	97	46	91	73	84	100	79
20	97	47	91	74	106	101	71
21	97	48	91	75	102	102	74
22	106	49	84	76	97	103	74
23	84	50	106	77	97	104	70
24	97	51	102	78	97	105	83
25	97	52	97	79	97	106	105
26	97	53	97	80	66	107	95
27	97	54	97	81	84	TOTAL	10000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 7 sheets																																																																																																																																																																																				
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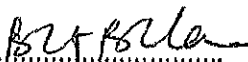
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29	507	240-250	Great Western	Highway	Kingswood
30	508	240-250	Great Western	Highway	Kingswood
31	501	240-250	Great Western	Highway	Kingswood
32	602	240-250	Great Western	Highway	Kingswood
33	603	240-250	Great Western	Highway	Kingswood
34	604	240-250	Great Western	Highway	Kingswood
35	605	240-250	Great Western	Highway	Kingswood
36	606	240-250	Great Western	Highway	Kingswood
37	607	240-250	Great Western	Highway	Kingswood
38	601	240-250	Great Western	Highway	Kingswood
39	701	240-250	Great Western	Highway	Kingswood
40	702	240-250	Great Western	Highway	Kingswood
41	703	240-250	Great Western	Highway	Kingswood
42	704	240-250	Great Western	Highway	Kingswood
43	705	240-250	Great Western	Highway	Kingswood
44	801	240-250	Great Western	Highway	Kingswood
45	802	240-250	Great Western	Highway	Kingswood
46	803	240-250	Great Western	Highway	Kingswood
47	804	240-250	Great Western	Highway	Kingswood
48	805	240-250	Great Western	Highway	Kingswood
49	208	240-250	Great Western	Highway	Kingswood
50	209	240-250	Great Western	Highway	Kingswood
51	210	240-250	Great Western	Highway	Kingswood
52	211	240-250	Great Western	Highway	Kingswood
53	212	240-250	Great Western	Highway	Kingswood
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55	214	240-250	Great Western	Highway	Kingswood
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EXECUTED by UPG 28 Pty Ltd ACN 609 716 181 in accordance with s127 of the Corporations Act 2001))))))  Bhart Bhushan Sole Director/Secretary		
<u>Consent of Mortgagee</u>		
EXECUTED by Alceon Group No. 70 Pty Limited ACN 624 002 688 in accordance with s127 of the Corporations Act 2001))))))  (Signature) Trevor Loewensohn (PRINT NAME) DIRECTOR  (Signature) Melanie Hedges (PRINT NAME) DIRECTOR/SECRETARY		
Surveyor's Reference: 6563		

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Instrument setting out the details of by-laws to be created upon registration of a strata plan

**240-250 Great Western Highway
KINGSWOOD 2747**

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1. Dictionary

1.1 Meaning of words

Defined terms (in any form) mean:

Air conditioning services

includes air conditioning plant and equipment, air handling units, cables, conduits, pipes, wires and ducts.

Apartments

Lots 1-97 inclusive created on registration of the strata plan and any lots into which they are re subdivided.

Balcony

includes a balcony or service area shown on the strata plan.

Building works

works, alterations, additions, damage, removal, repairs or replacement of:

- (a) any works within approved construction certificate plans including but not limited to an awning attached to the western or southern wall of the building.

Building works exclude:

- (a) minor fit out works inside a commercial lot; and
- (b) works or alterations to the interior of common property walls enclosing a lot (e.g. hanging pictures or attaching items to those walls).

Commercial air conditioning area

On top of the awning, walls adjacent to visitor parking on ground floor or any other part of common property on ground floor that is reasonable and practical.

Commercial lots

Lots 98-107 inclusive and any lots into which it is re subdivided.

Common property

as defined in the Strata Schemes Development Act 2015 with the exception of common property which an owner must maintain, repair or replace under an exclusive use by-law.

Council

Burwood Council

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Common Property Rights by-laws

by-laws granting owners exclusive use and special privileges of common property according to Part 7 division 3 of the Management Act.

Government agency

a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Lot

an apartment or commercial lot.

Management Act

the Strata Schemes Management Act 2015 (NSW).

Occupier

the occupier, lessee or licensee of a lot.

Owner

- (a) the owner for the time being of a lot;
- (b) if a lot is subdivided or re subdivided, the owners for the time being of the new lots;
- (c) for an exclusive use by-law, the owner(s) of the lot(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a lot.

Rules

rules made by the owners corporation.

Security key

a key, magnetic card or other device or information used in the building to open and close common property doors, gates or locks or to operate alarms, security systems or communication systems.

Strata manager

the person appointed by the owners corporation as its strata managing agent under section 49 of the Management Act. If the owners corporation does not appoint a strata managing agent, strata manager means the secretary of the owners corporation.

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1.2 Interpreting the by-laws

Headings do not affect the interpretation of the by-laws.

In the by-laws a reference to:

- (a) Words that this by-law does not explain have the same meaning as they do in the Management Act;
- (b) You means an owner or occupier of a lot;
- (c) By-laws means the by-laws under the Management Act which are in force for the building;
- (d) A thing includes the whole or each part of it;
- (e) A document includes any variation or replacement of it;
- (f) A law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (g) A person includes an individual, a firm, a owners corporation, an incorporated association or an authority;
- (h) A third party includes a person who is not an owner;
- (i) A person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (j) The singular includes the plural and vice versa.

2. Purpose of the by-laws

The by-laws regulate the day to day management and operation of the building by conferring rights and imposing obligations on the owners and occupiers of the lots.

They are an essential document for the owners corporation and everyone who owns or occupies a lot in the building.

The by-laws are designed to maintain the quality of the building and operate to enhance everyone's use and enjoyment of their lot and the common property, while balancing the rights of the owners and occupiers of apartments and commercial lots.

2.1 Apartments and commercial lots

The building contains a mixture of apartments and commercial lots. To ensure that the rights and interest of the owners and occupiers of each type of lot are protected, some by-laws make specific provisions for apartments or commercial lots (or both of them).

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2.2 Who must comply with the by-laws?

Owners and occupiers of apartments must comply with the by-laws which relate specifically to apartments.

Owners and occupiers of commercial lots must comply with the by-laws which relate specifically to commercial lots.

All owners and occupiers must comply with by-laws which do not relate specifically to apartments or commercial lots.

The owners corporation must comply with the by-laws.

3. Common Property Rights by-laws

3.1 Purpose of the common property rights by-law

To give the owners and occupiers of a lot exclusive rights to and privileges over part of the common property. To more fairly apportion the costs for maintaining, repairing and replacing common property, the owners benefited by a common property rights by-law are responsible for the proper maintenance of and for keeping in a state of good and serviceable repair, the common property to which the common property rights by-law refers. In the event that more than one owner benefits from a common property rights by-law, then all owners benefited must contribute to the cost of such maintenance and upkeep of the common property.

3.2 How to change a common property rights by-law

The owners corporation may amend or cancel a common property rights by-law only by special resolution and with the written consent of the owner of each lot which benefits from the common property rights by-law.

3.3 Occupiers may exercise rights

The owner of each lot which has the benefit of a common property rights by-law may allow the occupier of their lot to exercise the rights of the owner under the common property rights by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies and principal certifying authorities to comply with the obligations of the owner under the common property rights by-law.

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3.4 Repairing damage

The owner of a lot which has the benefit of a common property rights by-law must repair damage cause by exercising rights under the common property rights by-law to common property or the property of another owner or occupier.

3.5 Indemnities

The owner of each lot which has the benefit of a common property rights by-law indemnifies the owners corporation against all claims and liability caused by exercising rights under the common property rights by-law.

3.6 Additional insurances

In addition to their obligations under these by-laws, the owner of each lot which has the benefit of a common property rights by-law must reimburse the owners corporation for any increased premium for an insurance policy of the owners corporation caused as a result of the exercise of the owner's right under the by-law.

4. Exclusive use Operation

The owner of each lot which has the benefit of an exclusive use by-law shall undertake to the owners corporation that the use of the areas shall not be inconsistent with the development approvals relating to that lot.

5. Your behaviour

5.1 What are your general obligations?

An owner, occupier of a lot or an invitee of an owner or occupier of a lot must not:

- (a) Create noise or behave in a way that is likely to interfere with the peaceful use and enjoyment of the owner or occupier of another lot or any person lawfully using common property
- (b) Use language or behave in a way that is likely to cause offence or embarrassment to the owner or occupier of another lot or any person lawfully using common property
- (c) When on common property you must be adequately clothed so not to cause offence or embarrassment to any person lawfully using common property
- (d) Do anything in the building which is illegal; or
- (e) Do anything which might damage the good reputation of the owners corporation.

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5.2 Complying with the law

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

- (a) Your lot;
- (b) The use of your lot; and
- (c) Common property to which you have a license, lease or a right to use under an exclusive use by-law.

The things 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 and principal certifying authorities.

6. You are responsible for others

6.1 What are your obligations?

You must:

- (a) Take all reasonable actions to ensure your visitors comply with the all the by-laws;
- (b) Make your visitors leave the building if they do not comply with all the by-laws;
- (c) Take reasonable care about who you invite into the building; and
- (d) If you are the owner or occupier of an apartment, accompany your visitors at all times, except when they are entering or leaving the building.

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

6.2 Requirements if you lease your lot

If you lease or license your lot, you must:

- (a) Provide your tenant or licensee with an up-to-date copy of the by-laws and the strata development contract;
- (b) Ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (c) Take all action available to you, including action under the lease or licence agreement, to make them comply or leave the building.

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7. Your lot

7.1 What are your general obligations?

You must:

- (a) Keep your lot clean and tidy and in good repair and condition;
- (b) 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);
- (c) 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
- (d) At your expense, comply with all laws about your lot including, without limitation, requirements of government agencies and principal certifying authorities.

7.2 When will you need consent from the owners corporation?

You must have consent from the owners corporation to:

- (a) Subject to your rights under the by-laws, carry out building works in your lot;
- (b) Subject to your rights under the by-laws, keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of the building;
- (c) Store anything in the car space of your lot (other than a vehicle);
- (d) Enclose the car space of your lot;
- (e) Install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your lot if they are visible from outside your lot;
- (f) Install an intruder alarm with an audible signal; or
- (g) Attach or hang an aerial or wires outside your lot.

7.3 Changes to Floor Coverings

If you are the owner of an apartment, you must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. This does not affect any requirement under any law to obtain a consent to, approval for or any other authorization for the changing of the floor covering or surfaces concerned.

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7.4 Floor coverings

If you are the owner of an apartment, you must keep the floors in your apartment covered or treated to stop the transmission of noise which might unreasonably disturb another owner or occupier. However, this does not apply to floors in the kitchen, bathroom, lavatory or laundry of your apartment.

7.5 Window coverings

Window coverings (e.g. curtains, blinds and louvers) in apartments must be similar in type, colour and design so as to maintain the external aesthetics of the building. Window coverings must be approved by the owners corporation.

7.6 Window tinting

You must have consent from the owners corporation to affix window tinting or other treatments to windows or glass doors in your apartment or commercial lot.

7.7 Cleaning windows

Except in the circumstances referred in the paragraph to below, an owner or occupier of a lot must regularly clean all exterior glass surfaces in windows and doors of your apartment or commercial lot even if they are common property.

The owners corporation is responsible for cleaning regularly all exterior glass surfaces in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all

7.8 The balcony of your lot

If you are the owner or occupier of an apartment, you may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the balcony of your apartment only if:

- (a) It is of standard commensurate with the standard of the building;
- (b) It will not (or is not likely to) cause damage; and
- (c) It is not (or is not likely to become) dangerous.

To enable the owners corporation to inspect, repair or replace common property, the owners corporation may require you, at your cost, to temporarily remove and store items from the balcony of your apartment that are not common property.

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7.9 Drying your laundry

If you are the owner or occupier of an apartment, you must not hang clothes, towels, bedding or other articles of a similar type on the balcony of your apartment or in an area that is visible from outside your apartment.

8. Appearance of lot

The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

9. Children playing on common property in building

Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose only.

An owner or occupier of a lot must not permit any child of whom the owner or occupier has responsibility, unless accompanied by an adult exercising effective control, to be or to remain on common property that is of possible danger or hazard to children (including but not limited to a car parking area or vestibule area).

10. Keeping of Animals

10.1 Subject to this by-law:

If you are the owner or occupier of an apartment or a commercial lot you may keep:

- (a) Fish in an indoor aquarium; or
- (b) 1 (one) caged bird; or
- (c) 1 (one) cat; or
- (d) 1 (one) small dog under 10 kilograms; or
- (e) An assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

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10.2 When will you need consent?

You must have consent from the owners corporation to keep other types or numbers of animals not approved under this by-law. The owners corporation must not unreasonably withhold its consent and must give an owner or occupier written reasons for any refusal to grant approval.

10.3 Obligations of owners in notifying the owners corporation

An owner or occupier of a lot who keeps an assistance animal on the lot must 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.

An owner or occupier of a lot must give the owners corporation written notice of all animals that are being kept on the lot not later than 14 days after the animal commences to be kept on the lot

10.4 Keeping an animal register

The owners corporation must keep a register of all animals kept on all lots

10.5 Keeping of Dogs

If you are the owner or occupier of an apartment or a commercial lot and you keep a dog:

- It must be registered and micro chipped as set out in the Companion Animals Act 1998 (NSW)
- It cannot be a restricted or dangerous dog as set out in the Companion Animals Act 1998 (NSW)
- It must be de-sexed

10.6 Keeping of Cats

If you are the owner or occupier of an apartment or a commercial lot and you keep a cat:

- It must be registered and micro chipped as set out in the Companion Animals Act 1998 (NSW)
- It must be de-sexed

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10.7 Controlling your animal

You must ensure that any animal you keep under this by-law does not wander onto another lot or common property. If it is necessary to take your animal onto common property (e.g. to transport it out of the building), you must restrain it (e.g. by leash or pet cage) and control it at all times.

10.8 Your responsibilities

You are responsible for:

- a) Keeping the animal within your lot and
- b) Any noise your animal makes which causes unreasonable disturbance; and
- c) Damage to or loss of property or injury to any person caused by your animal; and
- d) To clean up after your animal

10.9 Your visitors

You must not allow your visitors to bring animals into the building unless the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

10.10 Conditions for keeping an animal

The owners corporation may make conditions if it gives you consent to keep an animal. A condition which automatically applies is that the owners corporation has the right at any time to order you to remove your animal if:

- (a) It becomes offensive, vicious, aggressive, noisy or a nuisance to other owners or occupiers;
- (b) Your animal unreasonably interferes with the peace, comfort, or convenience of any person in any other lot of the strata scheme
- (c) You do not comply with your obligations under this by-law;
- (d) You breach a condition made by the owners corporation when it gave you consent to keep the animal

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11. Car parking mechanical ventilation

The owners corporation has the right to install mechanical ventilation plant and equipment (including, but not limited to, ducting, vents, exhaust fans and the like in the following locations:

- (a) On the car park wall adjacent to any car space, provided that such installation will not unreasonably interfere with an owner's right to use such car space in any manner permitted by these by-laws;
- (b) On the wall adjacent to any storage space, provided that such installation will not unreasonably interfere with an owner's right to use such storage space in any manner permitted by these by-laws

The owner of any lot affected by mechanical ventilation plant installed on their lot shall comply with all reasonable requirements of the owners corporation in relation to gaining access to the mechanical ventilation plant for repair, maintenance and / or replacement purposes.

12. Preservation of fire safety

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

13. Storage of inflammable liquids or other substances and materials

13.1 What are your obligations?

An owner or occupier of an apartment must not, except with the prior written approval of the owners corporation, use or store on the lot any inflammable chemical, liquid or gas or other inflammable material.

An owner or occupier of a commercial lot may keep flammable materials in their commercial lot only 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 and principal certifying authorities

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This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

You and the owners corporation must comply with laws about fire control

13.2 Restrictions about fire safety-You must not:

- (a) Keep flammable materials on common property
- (b) Keep flammable materials in the car space of your lot
- (c) Cause an obstacle to be placed in the way of any fire exists
- (d) Impede the operation of the fire safety facilities

14. Smoke penetration

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

15. Moving and delivering stock, furniture and goods

15.1 Moving in

You must make arrangements with the owners corporation at least 48 hours before you move in or out or move large articles (e.g. furniture) through common property

15.2 What are your obligations?

When you take deliveries or move furniture or goods (including the delivery of stocks and goods to commercial lots), you must:

- (a) Comply with the reasonable requirements of the owners corporation, including requirements to fit an apron cover to the common property lift;
- (b) Repair any damage you (or the person making the delivery) cause to common property; and
- (c) If you (or the person making the delivery) spill anything onto common property, immediately remove the item and clean that part of the common property

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16. Controlling traffic in common property

In addition to its powers under the Management Act, the owners corporation has the power to:-

- (a) Impose a speed limit for traffic in 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;
- (d) Install signs about parking; and
- (e) Install signs to control traffic in common property and, in particular, traffic entering and leaving the building

17. Garbage disposal

17.1 What are the obligations of the owners?

If you are the owner of an apartment, you must:

- (a) Place your household garbage in the garbage receptacle in the building garbage rooms designated by the owners corporation for that purpose;
- (b) Drain and securely wrap your household garbage before you place it in the building garbage rooms;-
- (c) Leave your other garbage and recyclable materials in the area or receptacle in the building garbage rooms designated by the owners corporation for that purpose;
- (d) Recycle your garbage according to instructions from the owners corporation and Council;
- (e) Drain and clean bottles and make sure they are not broken before you place them in the building garbage rooms; and
- (f) Contact the owners corporation to remove (at your cost) their large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service

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17.2 If you are the owner of a commercial lot, you must:

- (a) Arrange for the provision and placement, at your own cost, of garbage receptacles in the space designated by the owners corporation for that purpose;
- (b) Arrange for the emptying and removal of any rubbish from your garbage receptacles at your own cost;
- (c) Ensure that your garbage receptacles are properly secured as the owners corporation will accept no liability in relation to other owners using your garbage receptacles, or damaging them in any way;
- (d) Ensure that the garbage receptacles are regularly cleaned and maintained. As an owner of a commercial lot, you will be responsible for the cleaning of any liquids or spills originating from your garbage receptacles;
- (e) Ensure that garbage collection is carried out in a way which does not cause any damage to common property or any property of any other owner, or interfere with each other owners' entitlement to the use and enjoyment of the their lot.

17.3 What are the obligations of the owners corporation?

In relation to garbage disposal for owners of apartments and commercial lots, the owners corporation must:

- (a) Provide, or arrange for the provision of, an adequate number of garbage and recycling receptacles;
- (b) Regularly clean, maintain, repair and where necessary, replace receptacles;
- (c) Arrange for the removal of garbage and recycling material
- (d) Make available for collection by Council household garbage and recyclable materials
- (e) Arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant owner).

18. Hours of operation for commercial lots

If you are the owner or occupier of a commercial lot, you:

- (a) May use your commercial lot only during the hours approved by government agencies and / or principal certifying authorities; and
- (b) Must not serve food or beverages in any outdoor areas of your commercial lot after 9pm or before 7:00am unless you have consent from the owners corporation and government agencies and / or principal certifying authorities
- (c) Must not permit trucks loading or unloading to access the common areas so as to cause disruption to the right of enjoyment of the residents of the building and in particular not to allow this activity after 10:00pm or before 7:00am unless you have

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consent from the owners corporation and government agencies and /or principal certifying authorities.

19. Right to obtain liquor licence by commercial lots

19.1 Rights of owners of commercial lots

The owners of the commercial lots have the right to make application for a liquor licence pursuant to the Liquor Act 1982, and for this purpose, the owners of the commercial lots may enter into any deed or agreement necessary for the purpose of obtaining the said liquor licence. The application and any related cost are to be borne by the owners of the commercial lots.

19.2 Obligations of owners corporation

The owners corporation must not withhold its consent to the application of a liquor licence or to the operation or use of the premises to serve liquor under the terms of the licence and the owners corporation has the power and authority to enter into any deed or agreement necessary to enable or assist the owners of the commercial lots to fulfill the obligations required to obtain a liquor licence under the Liquor Act 1982.

19.3 Obligations of owners

The owners of commercial lots must:

- (a) Act in good faith in their dealings under this by-law with each other, occupiers of commercial lots and the owners corporation;
- (b) Not interfere with or damage common property when exercising their rights under this by-law;
- (c) Obtain all necessary consents from government agencies before exercising their rights under this by-law;
- (d) Comply with the reasonable requirements of the owners corporation about exercising their rights under this by-law.

19.4 Indemnity

The owners of the commercial lots indemnify, and will keep indemnified at all times the owners corporation, and all other owners and occupiers from and against all actions, claims, demands. Losses, costs and expenses incurred by the owners corporation, owners or occupiers (or for which the owners corporation, owners or occupiers may become liable) in respect of or arising from the negligent or careless exercise of rights under this by-law, or any action of damage arising therefrom.

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20. Future Development

20.1 Rights of owners of commercial lots

The owners of the commercial lots have the right to make application to the Council to operate a lawful commercial business of their lots in accordance with the terms and planning policies administered by the Council.

20.2 Obligations of owners corporation

The owners corporation must;

- Give their consent, acting reasonably to any application for strata subdivision of commercial lots;
- When consented to execute all necessary application forms and documents within 10 business days of being requested;

20.3 Obligations of owners

The owners of commercial lots must:

- Act in good faith in their dealings under this by-law with each other, occupiers of commercial lots and the owners corporation;
- Not interfere with or damage common property when exercising their rights under this by-law;
- Obtain all necessary consents from government agencies before exercising their rights under this by-law;
- Comply with the reasonable requirements of the owners corporation about exercising their rights under this by-law.

20.4 Indemnity

The owners of the commercial lots indemnify, and will keep indemnified at all times the owners corporation, and all other owners and occupiers from and against all actions, claims and demands. Losses, costs and expenses incurred by the owners corporation, owners or occupiers (or for which the owners corporation, owners or occupiers may become liable) in respect of arising from the negligent or careless exercise of rights under this by-law, or any action of damage arising therefrom.

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21. Use of Residential Lifts by Commercial Lots

21.1 Rights of owners corporation

The owners of the commercial lots have the right to use residential lifts for transfer of passengers between basement level 1 and ground floor.

The owners of commercial lots have no right to use the residential lifts for the transfer of materials.

The limited use of the residential lifts entitles the commercial lots to pay a lower maintenance cost in relation to the lifts than would be calculated using the unit entitlements.

The owners of all commercial lots, in aggregate, have the right to have their maintenance costs for residential lifts capped at 1% of the total maintenance costs of the residential lifts for the building.

22. Carrying out building works

22.1 When do you need consent?

Subject to the by-laws, you must have consent from the owners corporation to carry out building works

22.2 When is consent not necessary?

You do not need consent from the owners corporation under this by-law to carry out building works which you are entitled to carry out under an exclusive use by-law.

However, you must comply with by-laws 23.3 to 23.5 when you erect the sign or carry out the building works

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22.3 Procedures before you carry out building works

When you carry out building works, you must:

- (a) Obtain necessary consents from the owners corporation and government agencies and principal certifying authorities;
- (b) Find out where service lines and pipes are located;
- (c) Obtain consent from the owners corporation if you propose to interfere with or interrupt services; and
- (d) If you do not need consent to carry out the building works, give the owners corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the building works.

22.4 Procedures when you carry out building works

If you carry out building works, you must:

- (a) Use qualified, reputable and where appropriate, licensed contractors approved by the owners corporation;
- (b) Carry out the building works in a proper manner and to the reasonable satisfaction of the owners corporation; and
- (c) Repair any damage you (or persons carrying out the building works for you) cause to common property or the property of another owner or occupier

22.5 Making arrangements with the owners corporation

Before you carry out building works (including building works for which you do not require consent from the owners corporation), you must:

- (a) Arrange with the owners corporation a suitable time and means by which to access the building for purposes associated with those building works;
- (b) Comply with the reasonable requirements of the owners corporation about the time and means by which you must access the building; and
- (c) Ensure that contractors and any persons involved in carrying out the building works comply with the reasonable requirements of the owners corporation about the times and means by which they must access the building.

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23. Exclusive use of commercial lots

23.1 Exclusive use and special privileges

This is an exclusive use by-law. The owners corporation may amend or cancel it only by special resolution and with the written consent of the owners of the commercial lots.

By-laws 3.2 to 3.6 apply to this exclusive use by-law.

23.2 Special privileges

The owners of commercial lots have, subject to approval by Council or any other government agency or principal certifying authority, the exclusive right to use their lot for any purpose or in the course of any business, and in doing so has control of its:

- a) Conduct
- b) Trading hours
- c) Noise or disturbance arising from reasonable use
- d) Variation of usage

if that conduct, trading hours, noise or disturbance, usage and subdivision is lawful and comply with Council's planning policies

23.3 What are the obligations of owners?

The owners of commercial lots must:

- (a) Act in good faith in their dealings under this by-law with each other, occupiers of commercial lots and the owners corporation;
- (b) Not interfere with or damage common property when exercising their special privileges under this by-law;
- (c) Obtain all necessary consents from government agencies and / or principal certifying authorities before exercising their special privileges under this by-law;
- (d) Comply with the reasonable requirements of the owners corporation about exercising their special privileges under this by-law; and
- (e) Repair damage they cause to common property or the property of another owner or occupier when they exercise their special privileges under this by-law.

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23.4 Assignment

The owner of commercial lots may make arrangements with the occupier of their commercial lot to exercise the rights and obligations of the owner under this by-law. However, the owner remains responsible to the owners corporation and government agencies to:

- (a) Perform the functions of the owner under this by-law; and
- (b) Comply with the obligations of the owner under this by-law.

23.5 Obligations of the owners corporation

Subject to the obligations of the owners of commercial lots under this bylaw, the owners corporation must, when necessary consent to any applications to Council and any other government agencies.

24. Exclusive use and special privileges to install services

24.1 Exclusive use and special privileges

This is an exclusive use by-law. The owners corporation may amend or cancel it only by special resolution and with the written consent of the owner of commercial lots.

By-laws 3.2 to 3.6 apply to this exclusive use by-law

24.2 Special privileges

Subject to this by-law, the owners of each commercial lot jointly have the special privilege to:

- (a) Install pipes, wires, cables, ducts and other equipment in the common property between the ceiling of each commercial lot and the surface of the level 1 floor slab;
- (b) Install pipes, wires, cables and ducts in the common property areas above any level in the carpark and the surface of the ground floor slab;
- (c) Install pipes, wires, cables and ducts in the common property walls on the boundaries of commercial lots;
- (d) Make alterations to common property (including coring through common property floor slabs) to exercise their special privileges under this by-law subject to providing to the owners corporation, prior to commencement of the works, a report by a structural engineer (reasonably acceptable to the owners corporation) that the works will not interfere with the structural integrity of the building;
- (e) Install a grease trap; and
- (f) Install ventilation for kitchen exhaust.

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24.3 What are the obligations of owners?

The owners of commercial lots must:

- (a) Act in good faith in their dealings under this by-law with each other, occupiers of commercial lots and the owners corporation;
- (b) Not interfere with or damage common property services when exercising their special privileges under this by-law;
- (c) Obtain all necessary consents from government agencies and / or principal certifying authorities before exercising their special privileges under this by-law;
- (d) Comply with the reasonable requirements of the owners corporation about exercising their special privileges under this by-law; and
- (e) Repair damage they cause to common property or the property of another owner or occupier when they exercise their special privileges under this by-law or gain access to another commercial lot and in particular to resurface the basement floor common area that is within the exclusive use of the commercial lot (even though there is no exclusive use by-law to that effect).

24.4 Moving an item installed by an owner

An owner of a commercial lot must relocate a pipe, wire, cable, duct or equipment installed by them under this by-law if the owners corporation (acting reasonably) requires the item to be relocated:

- (a) Because it interferes with common property services, in which case the owners corporation must pay the reasonable costs for the relocation;-
- (b) To facilitate the installation of a pipe, wire, cable, duct or equipment by the owners corporation, in which case the owners corporation must pay the reasonable costs for the relocation; or
- (c) To facilitate the installation of a pipe, wire, cable, duct or equipment by the owner of another commercial lot, in which case the owner of that commercial lot must pay the reasonable costs for the relocation.

24.5 Maintaining items installed by an owner

The owner of a commercial lot must maintain, repair and where necessary, replace any pipes, wires, cables, ducts or equipment installed according to this by-law which service (or serviced) their commercial lot whether or not the owner installed them).

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25. Exclusive use of grease traps

25.1 Exclusive use rights:

This is an exclusive use by-law. The owners corporation may amend or cancel it only by special resolution and with the written consent of the owners of commercial lots.

By-laws 3.2 to 3.6 apply to this exclusive use by-law.

25.2 The owners of commercial lots have:

Subject to the conditions of this by-law:

- (a) A special privilege to construct, connect to and use a grease trap and ventilation for kitchen exhaust exclusively servicing their commercial lot

The owners and occupiers of other lots cannot use the grease trap or ventilation for kitchen exhaust.

25.3 What are the obligations of the owner?

- (a) Maintain and repair the grease trap and/or ventilation for kitchen exhaust exclusively servicing their commercial lot;
- (b) Arrange for regular pump outs of the grease trap and/or ventilation for kitchen exhaust exclusively servicing their commercial lot;
- (c) Comply with the requirements of government agencies for grease trap and/or ventilation for kitchen exhaust;
- (d) Repair damage to common property caused by exercising the rights and obligations of the owner under this by-law; and
- (e) Indemnify the owners corporation against all claims and liability caused by exercising the rights and obligations of the owner under this by-law

25.4 Rights and obligations

The owners of commercial lots must, at the cost of the owner, comply with reasonable requirements of the owners corporation about exercising the rights and obligations of the owners under this by-law

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25.5 Assignment

The owner of commercial lots may make arrangements with the occupier of their commercial lot to exercise the rights and obligations of the owner under this by-law. However, the owner remains responsible to the owners corporation and government agencies to:

- (a) Perform the functions of the owner under this by-law; and
- (b) Comply with the obligations of the owner under this by-law.

25.6 Obligations of the owners corporation

Subject to the obligations of the owners of commercial lots under this by-law, the owners corporation must do all things necessary to execute any application forms or documents required.

26. Damage to common property

26.1 What are your obligations?

Subject to the by-laws you must:

- (a) Use 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 cause by you your visitors or persons doing work or carrying out building works in the building on your behalf

26.2 When will you need consent from the owners corporation?

Subject to the by-laws you must have consent from the owners corporation to:

- (a) Interfere with or damage common property
- (b) Remove anything from common property that belongs to the owners corporation; or
- (c) Interfere with the operation of common property equipment

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27. Changes to common property

An owner or person authorised by an owner may install, without the consent of the owners corporation:

- a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- b) any screen or other device to prevent entry of animals or insects on the lot, or
- c) any structure or device to prevent harm to children.

Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

The owner of a lot must:

- a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
- a) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot

28. Vehicles on common property

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

29. Obstruction of common property

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

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30. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

31. Insurance premiums

31.1 Consent from the owners corporation

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

31.2 Payments for increased premiums

If the owners corporation gives you consent under this by-law, it may make conditions that without limitation, require you to reimburse the owners corporation for any increased premium. If you do not agree with the conditions, the owners corporation may refuse its consent.

32. Security

32.1 Rights and obligations of the owners corporation

The owners corporation must take reasonable steps to:

- (a) Stop intruders coming into the building; and
- (b) Prevent fires and other hazards.

32.2 Installation of security equipment

In addition to its powers under the Management Act and subject to the by-laws, the owners corporation has the power to install and operate in common property audio and visual security cameras and other audio and visual surveillance equipment for the security of the building.

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32.3 Restricting access to common property

In addition to its powers under the Management Act and subject to the by-laws, the owners corporation has the power to:

- (a) Close off or restrict by security key access to parts of common property that do not give access to a lot;
- (b) Restrict by security key your access to levels where you do not own or occupy a lot or have access to according to an exclusive use by-law; and
- (c) Allow security personal to use part of common property to operate or monitor security. The owners corporation may exclude you from using these parts of common property.

32.4 What are your obligations?

Your must not:

- (a) Interfere with security cameras or surveillance equipment; or
- (b) Do anything that might prejudice the security or safety.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

33. Security keys

33.1 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 33 other than when exclusive use rights are in place.

33.2 Fees for additional security keys

The owners corporation may charge you a fee or bond if you require extra or replacement security keys.

33.3 Who do security keys belong to?

Security keys belong to the owners corporation.

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33.4 Managing the security key system

In addition to its powers under the Management Act, the owners corporation has the power to 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.

33.5 In addition to its powers under the Management Act, 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.

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.

You must not:

- (a) Copy a security key; or
- (b) Give a security key to someone who is not an owner or occupier.

33.6 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 return security keys to the owners corporation when they no longer occupy a lot.

34. Location, Installation and maintenance of air conditioning services

This is an exclusive use by-law. The owners corporation may amend or cancel it only by special resolution and with the written consent of the owners of each lot.

By-laws 3.2 to 3.6 apply to this exclusive use by-law.

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34.1 The owners of each lot:

- a) Will gain consent of the owners corporation to install an air conditioning unit in any location be that within their own lot or in any part of common property.

34.2 Exclusive use rights

The owner of each lot has:

- a) Exclusive use of the air conditioning services which exclusively service their lot; and
- b) The special privilege to connect to and use the air conditioning services which exclusively service their lot.

34.3 Obligations of owners

The owner of each lot must, at the cost of the owner:

- a) Operate, maintain, repair and where necessary, replace air conditioning services exclusively servicing their lot;
- b) Use contractors approved by the owners corporation to maintain, repair and replace air conditioning services exclusively servicing their lot;
- c) Comply with the requirements of government agencies about air conditioning services exclusively services their lot;
- d) Bear the sole responsibility and cost of insuring the air conditioning services exclusively servicing their lot;
- e) Repair any damage to common property or property of another owner or occupier caused by their compliance with their exclusive use of air conditioning services; and
- f) Indemnify the owners corporation against all claims and liability caused the exercise of their rights or compliance with their obligations under this by-law.

34.4 Obligations of the owners corporation

The owners corporation must operate, maintain, repair and when necessary, replace:

- a) All other components of the air conditioning services which are not for the exclusive use of a lot; and
- b) Provide all other services necessary to supply air conditioning through air conditioning services.

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

- a) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes), a change to the use of a lot for short-term or holiday letting.
- b) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease

36. Compliance with planning and other requirements

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

37. Rules

37.1 Powers of the owners corporation

In addition to its powers under the Management Act, the owners corporation has the power to make rules about the security, control, management, operation, use and enjoyment and, in particular, the use of common property.

The owners corporation may add to or change the rules at any time.

37.2 What are your obligations?

You must comply with the rules.

37.3 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 or principal certifying authority, the by-laws or requirements of the government agency or principal certifying authority prevail to the extent of the inconsistency.

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38. How are consents given?

38.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) The owners corporation at a general meeting.

38.2 Conditions

The owners corporation may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

38.3 Can consent be revoked?

The owners corporation or the executive committee may revoke their consent if you do not comply with:-

- (a) Conditions made by them when they gave you consent; or
- (b) The by-law under which they gave you consent.

39. Failure to comply with by-laws

39.1 Powers of the owners corporation

The powers of the owners corporation under this by-law are in addition to those that it has under the Management Act.

39.2 What can the owners corporation do?

The owners corporation may do anything on your lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the owners corporation, have not done properly.

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 authorized 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.

The owners corporation may recover any money you owe it under the by-laws as a debt.

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40. Applications and complaints

You must make any applications and complaints to the owners corporation in writing and address them to the strata manager.

41. Agreement with the Building Manager

41.1 What are the powers of the owners corporation?

In addition to its powers under the Management Act, the owners corporation has the power to appoint and enter into an agreement with the building manager to provide management and operational services.

41.2 What are the terms of the agreement?

The term of any agreement must not exceed ten years. Each agreement may have provisions about:

- (a) The rights of the owners corporation to terminate the agreement early if the building manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) The rights of the building manager to terminate the agreement early if the owners corporation does not comply with its obligations under the agreement.

41.3 What is the remuneration of the building manager?

The remuneration of the building manager must reflect market practices for comparable buildings having due regard to any difference in the number of strata lots and the scope of the building manager's duties in those comparable buildings.

What are the duties of the building manager?

The duties of the building manager under the agreement may include:

- (a) Caretaking, supervising and servicing common property;
- (b) Supervising cleaning and garbage removal services;
- (c) Supervising the repair, maintenance, renewal or replacement of common property;
- (d) Co-ordinating deliveries and the movement of goods, furniture and other large articles through common property;

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- (e) Making reservations for use of the loading dock;
- (f) Co-ordinating the carrying out of building works;
- (g) Managing the security key system and providing security keys according to the by-laws;
- (h) Providing services to the owners corporation, owners and occupiers;
- (i) Supervising employees and contractors of the owners corporation;
- (j) Doing anything else that the owners corporation agrees is necessary for the operation and management of the building.

41.4 Assignment

While the agreement is in force, the owners corporation must have consent from the building manager to enter into an agreement with another person to provide services under this by-law.

41.5 What are the rights of the building manager?

- (a) The agreement with the building manager may allow the building manager to enter into agreements or arrangements with third parties to provide services under the building manager's agreement with the owners corporation provided that the building manager remains responsible for due performance of all services in accordance with that agreement.
- (b) The agreement may confer rights on the building manager to use and occupy the building management areas to the exclusion of others for the purposes permitted under the agreement.

42. Building management and you

You must not:

- (a) Interfere with or stop the building manager or strata manager performing their obligations or exercising their rights under their agreements with the owners corporation; or
- (b) Interfere with or stop the building manager or strata manager using common property which the owners corporation permits them to use.

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43. Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.

44. Responsibility of maintenance, repair or replacement

Clause 45 shall take precedence over all other by-laws in respect to the maintenance, repair or replacement of common property if there is a dispute.

45.1 Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	a) columns and railings b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) c) balcony ceilings (including painting) d) security doors, other than those installed by an owner after registration of the strata plan e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan f) common wall fencing, shown as a thick line on the strata plan g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land h) awnings within common property outside the cubic space of a balcony or courtyard i) walls of planter boxes shown by a thick line on the strata plan that part of a tree which exists within common property j) that part of a tree which exists within common property
2. Ceiling/Roof	a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owners responsibility) b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owners responsibility) c) guttering d) membranes

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3. Electrical	a) air conditioning systems serving more than one lot b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller c) fuses and fuse board in meter room d) intercom handset and wiring serving more than one lot e) electrical wiring serving more than one lot f) light fittings serving more than one lot g) power point sockets serving more than one lot h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) i) telephone, television, internet and cable wiring within common property walls j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any
4. Entrance door	a) original door lock or its subsequent replacement b) entrance door to a lot including all door furniture and automatic closer c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	a) original floorboards or parquet flooring affixed to common property floors b) mezzanines and stairs within lots, if shown as a separate level in the strata plan c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

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6. General	a) common property walls b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) c) any door in a common property wall (including all original door furniture) d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan f) ducting cover or structure covering a service that serves more than one lot or the common property g) ducting for the purposes of carrying pipes servicing more than one lot h) exhaust fans outside the lot i) hot water service located outside of the boundary of any lot or where that service serves more than one lot j) letter boxes within common property k) swimming pool and associated equipment
7. Parking/Garage	a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	a) floor drain or sewer in common property b) pipes within common property wall, floor or ceiling c) main stopcock to unit d) storm water and on-site detention systems below ground

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9. Windows	a) windows in common property walls, including window furniture, sash cord and window seal b) Insect-screens, other than those installed by an owner after the registration of the strata plan c) original lock or other lock if subsequently replacement by the owners corporation
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45.2 Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	a) air conditioning systems, whether inside or outside of a lot, which serve only that lot b) fuses and fuse boards within the lot and serving only that lot c) in-sink food waste disposal systems and water filtration systems d) electrical wiring in non-common property walls within a lot and serving only that lot e) light fittings, light switches and power point sockets within the lot serving only that lot f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot g) telephone, television, internet and cable service and connection sockets h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	a) door locks additional to the original lock (or subsequent replacement of the original lock) b) keys, security cards and access passes

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5. Floor	a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan b) lacquer and staining on surface of floorboards or parquetry flooring c) internal carpeting and floor coverings, unfixed floating floors d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	a) internal (non-common property) walls b) paintwork inside the lot (including ceiling and entrance door) c) built in wardrobes, cupboards, shelving d) dishwasher e) stove f) washing machine and clothes dryer g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) h) internal doors (including door furniture i) skirting and architraves on non-common property walls j) tiles and associated waterproofing affixed to non-common property walls k) letterbox within a lot l) pavers installed within the lot's boundaries m) ducting cover or structure covering a service that serves a single lot
7. Parking/Garage	a) garage door remote controller b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary c) light fittings inside the lot where the light is used exclusively for the lot d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies
8. Plumbing	a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall b) pipes and 'S' bend beneath sink, laundry tub or hand basin c) sink, laundry tub and hand basin d) toilet bowl and cistern e) bath f) shower screen g) bathroom cabinet and mirror h) taps and any associated hardware

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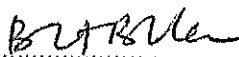
9. Windows	a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) b) locks additional to the original (or any lock replaced by an owner)
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Registered:  18.4.2019			SP91028		

4. Signatures Page

EXECUTED by
UPG 28 Pty Ltd
ACN 609 716 181
in accordance with s127 of
the Corporations Act 2001

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)
)
)
)


Bhart Bhushan
Sole Director/Secretary

Consent of Mortgagee

EXECUTED by
Alceon Group No. 70 Pty Limited
ACN 624 002 688
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)


(Signature)
Trevor Loewensohn
(PRINT NAME)
DIRECTOR


(Signature)
Melanie Hedges
(PRINT NAME)
DIRECTOR/SECRETARY

Reg:RD106405 /Doc:DL K532464 /Rev:16-Apr-1997 /Sts:OK.OK/Prt:31-Aug-2001 16:14 /Pgs:4
/Ref:ALISA /Src:K



No. K 532464

16 DEC 12 AM 11:37



R.P. 13A

Fees:—

Lodgment
Endorsement

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

I, AMPOL PETROLEUM LIMITED

1/11-00
12/12/16

This form may be used where any restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

If a line exists, strike out "in fee simple" and interline the required alteration.

(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 FIVE THOUSAND DOLLARS (\$5000.00) (the receipt whereof is hereby acknowledged) paid to it by

MALCOLM JAMES LONGMORE

do hereby transfer to

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

<u>MALCOLM JAMES LONGMORE</u> OF GREAT WESTERN HIGHWAY, KINGSGOOD, SEVENTH STATION, PENRITH
(herein called transferee)

The description may refer to the defined nature of the land for a certificate of title (C.T.) "And being section after section number" or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (G.S.) and being lot section D.T.

Unless authorized by Reg. 25 Conveyancing Act, 1900, a plan may not be attached to or endorsed on this transfer form.

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol	Vol	
<u>QUEENSLAND</u>	<u>MULGOA</u>	<u>PART</u> <u>SECTION</u>	<u>7947</u>	<u>54</u>	Residue after application No. J. 187843 by The Council of the City of Penrith

Req:RD106405 /Doc:DL K532464 /Rev:16-Apr-1997 /Sts:OK.OK/Prt:31-Aug-2001 16:14 /Pgs:4
/Ref:ALISA /Src:K

And the transferee covenant(s) with the transferor

The Transferee for himself his executors administrators and assigns covenants with the Transferor and its successors in business:

That no petrol service station shall be erected on the land hereby transferred or on any part thereof.

That the land hereby transferred or any part thereof will not be used for the purpose in any way connected with the carrying on thereon of a business of a petrol service station or of the sale of motor fuels, oils or other petroleum products but nothing herein contained shall prevent the erection and operation on the subject land by the Transferee of a motor workshop and motor showroom.

That no building or part of a building erected upon the land hereby transferred shall stand within twenty five (25) feet of the alignment of Great Western Highway

That no fence shall be erected on the land hereby transferred to divide it from any adjoining land owned by the Transferor without the consent of the Transferor or its successors in business but such consent shall not be withheld if such fence is erected without expense to the Transferor or its successors in business and in favour of any person dealing with the Transferee his executors administrators or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant (in respect of fencing) shall be binding on the Transferee his executors administrators and assigns only during the ownership of the said adjoining land by the Transferor or its successors in business

The land subject to the burden of such covenant is the land hereby transferred

The land to which the benefit of the restriction is appurtenant is the land comprised in Lots 32, 33, 34 and 35 in Deposited Plan No 14333.

This restriction may be released varied or modified by Ampel Petroleum Limited.

Strike out if unnecessary, or suitably adjust.

(1) If any covenants are to be created or any exceptions to be made:

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

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

ENCUMBRANCES, &c., REFERRED TO.

A very short note will suffice.

K 1161-2 5-417-3

Reg: RD106405 /Doc: DL K532464 /Rev: 16-Apr-1997 /Sts: OK.OK/Prt: 31-Aug-2001 16:14 /Pgs: 4
/Ref: ALISA /Src: K

No. **K 532464**

Lodged by **PETER G. KEARNEY ROYD & JOHNS**

Address **254 George Street, Sydney**

Phone No. **27-3441**

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

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

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

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

who is personally known to me

Mortgagee

DOCUMENTS LODGED HERewith
To be filed in by person lodging dealing

1.	CS
2.	
3.	
4.	
5.	
6.	
7.	

Received Docs.

Nos.

Receiving Clerk

M.P.D.

Indated	MEMORANDUM OF TRANSFER <i>Subject to be transferred</i>
Checked by	Particulars entered in Register Book <i>see 7.2.67</i>
Passed (in S.D.B.) by	<i>16.11.67</i>
Signed by	<i>Jarvis</i> Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records	<i>al</i>	<i>24.1.67</i>
Draft written	<i>al</i>	<i>24.1.67</i>
Draft examined	<i>al</i>	<i>24.1.67</i>
Diagram prepared	<i>al</i>	<i>24.1.67</i>
Diagram examined	<i>al</i>	<i>24.1.67</i>
Draft forwarded	<i>al</i>	<i>24.1.67</i>
Sup. of Engravers	<i>al</i>	<i>24.1.67</i>
Cancellation Clerk	<i>al</i>	<i>24.1.67</i>

Vol **10510** Fol. **15**

LEAVE THESE SPACES FOR DEPARTMENTAL USE

Reg:RD106407 /Doc:DL K125555 /Rev:07-Sep-1998 /Sts:BS.OK/Prt:31-Aug-2001 16:14 /Pgs:4
/Ref:ALISA /Spa:K



R.P. 12A. No. K 125555

New South Wales

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

Forms: Lodgment 3/10 -
Endorsement
Certificate

3/10 -
6/10

(Trusts must not be disclosed in the transfer.)
Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and should not be black non-copying ink.

I, WE, ALBERT CATTANEO of Five Dock, Retired Shopkeeper,
and GUISEPPINO CATTANEO, his wife

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of Fifty pounds (£50) (being the same consideration as in (the receipt whereof is hereby acknowledged) paid to us by THE COMMISSIONER FOR MAIN ROADS DO and each of us BOTH HEREBY transfer and grant to

do hereby transfer to

It is to be noted that the full name, postal address and description of the persons taking, and if more than one, whether they take as joint tenants or tenants in common.

THE COUNCIL OF THE CITY OF PENRITH (herein termed "the Transferee")

out of

(herein called transferee)

All such our Estate and Interest in All the land mentioned in the schedule following:-

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Vol.	
GIMMERLAND	MURGOA	PART	6355	137	being the strip 2' 6" wide immediately adjoining the southern boundary of Lot 17 on Deposited Plan 213,461 (hereinafter called "the adjoining land")

The description may refer to parcels shown in a map or plan kept by the Department of Land and Water Conservation in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred and being Lot 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Where the address of the Local Council is a subdivision in the Local Government Act, 1919, should accompany the transfer.

1/3
SL 138,139
1/10
C.7 found
in Jan 1912

Req:RD106407 /Doc:DL K125555 /Rev:07-Sep-1998 /Sts:BS.OK/Ext:31-Aug-2001 16:14 /Pgs:4
/Ref:ALISA /Src:K

And the transferee covenant(s) with the transferor:

FULL AND FREE RIGHT AND LIBERTY (as appurtenant to Lot 17 on the said Deposited Plan) for the Transferee at all times hereafter to construct reconstruct and for ever maintain upon the adjoining land such a batter or embankment as the Transferee may deem necessary for the purpose of giving support to the surface and the subsoil or undersurface of the part or parts of the Great Western Highway adjoining or adjacent to the adjoining land and to bring and place and throw thereon all such earth soil and stone gravel clay and other materials as the Transferee may deem necessary or desirable for the purposes aforesaid or any of them **AND** to have the part or parts of the Great Western Highway adjoining or land adjacent to the adjoining land supported held and maintained by the soil of the adjoining land and by the said batter or embankment when so constructed **AND** for the purposes aforesaid or any of them at all times to enter upon go return pass and repass through along and over the adjoining land with or without surveyors agents servants workmen or other persons horses waggons motors and any vehicles materials machinery plants and appliances **AND** the Transferor **DOETH HEREBY COVENANT** with the Transferee that the Transferor will not at any time remove or interfere with the said batter or embankment or any part or parts thereof **AND** that the Transferor will not use or permit to be used the adjoining land or any other land adjacent thereto for any purpose which may affect or have a tendency to affect the stability of the said batter or embankment as a support for the said Great Western Highway and that the Transferor will not do or suffer to be done any act or thing which may injure or damage the said batter or embankment or in any way impair its efficiency as a support for the said Great Western Highway.

It shall not be necessary, or suitably adjust,

(i) If any amendments are to be made or any extensions to be made; or

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

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1941.

ENCUMBRANCES, &c., REFERRED TO.

* A very short note will suffice.

K 1111-2

Req:RD106407 /Doc:DL K125555 /Rev:07-Sep-1998 /Sts:BS.OK/Prt:31-Aug-2001 16:14 /Pgs:4
/Ref:ALISA /Src:K

If the Transfer or Trans-
fers are 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.

Execution in New South
Wales may be proved if this
instrument is signed or
subscribed before the
Registrar-General, or Deputy
Registrar-General, or a Notary
Public, a J.P., or Com-
missioner for Affidavits, or
where the Transferor is
known, attests the attes-
ting witness should appear
before one of the above
functionaries who having
received an affirmative answer
to each of the questions set out
in Sec. 103 (1) (a) of the Real
Property Act should sign the
certificate at the foot of this
page.

Execution may be proved where
the parties are residents:-

(a) in any part of the British
dominions outside the State of
New South Wales by signing
or subscribing before the
Registrar-General or Recorder
of Deeds of such Dominion, or
before any Judge, Notary
Public, Justice of the Peace
for New South Wales, or
Commissioner for Affidavits, or
Justice for New South Wales,
or Mayor or Chief Officer of any
municipal or local government
corporation of such part, or
Justice of the Peace for such
part, or the Governor, Govern-
ment Resident, or Chief Sec-
retary of such part, or such
other person as the Chief Justice
of New South Wales may
appoint.

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

(c) in any foreign place by
signing or subscribing before
a British Consular Officer
which includes a British
Ambassador, Consul, Vice-
Consul, Secretary of
Embassy or Legation, Consul-
General, Acting Consul-General,
Consul, Acting Consul, Vice-
Consul, Acting Vice-Consul,
Deputy Consul, Consul Agent, or
Acting Consul Agent. (d)
in Australia outside New South
Wales before an Ambassador,
High Commissioner, Minister,
Head of Mission, Consul-General,
Consul, Consul-General, Consul
or Secretary to an Embassy,
High Commissioner's Office or
Legation, Consul-General,
Consul, Vice-Consul, Trade
Commissioner and Consul
Agent, who should sign his
note of office, or the attesting
witness may make declaration
of the due execution thereof
before one of such persons
who should sign and send
his note to such declaration,
or such other person as the
Chief Justice may appoint.

It is not necessary words.
Add any other matter necessary
to show that the power is
effective.

Signed at Sydney the second day of July 1944.
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME

J. Bellano & Bellano
Transferor.

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

GIVEN under the Common Seal of
the Transferee in pursuance
of a resolution of the Transferee
authorizing the said Seal to be
so affixed passed on the 11th day
of February 1944.

Transferee(s).

Town Clerk

Mayor

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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
is to be signed & acknowledged
before one of these parties.

Appraisal before me at the day of 1944, one thousand
and 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.

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

† M.B. Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person guilty or negligently
certifying false 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 such special covenant by the Transferee as to subject to a mortgage, incumbrance 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 these substituted written over them, the alteration being
verified by signature or initials in the margin, or indicated in the attestation.

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/Ref:ALISA /Src:K

State Crown Solicitor,
LODGED BY Dept. of Lands & Roads

No. **K 125555**

FEE.
The Fee, which are payable on lodgment, are as follows—
(a) \$1 when the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise \$3.00. Where such lodgment is to be endorsed as more than one folio of the register, an additional charge of \$1. is made for every Certificate of Title or Crown Grant after the first.
(b) A supplementary charge of \$0.10 is made in each of the following—
(i) where a certificate is returned in duplicate; or
(ii) a map document is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.
(c) Where a new Certificate of Title must have the same charges as—
(i) \$1 for every Certificate of Title not exceeding 16 folios and without diagram;
(ii) \$2.00 for every Certificate of Title not exceeding 16 folios with simple diagram;
(iii) as appeared where more than one simple diagram, or an extensive diagram will appear.
Where the foregoing exceeds 10 folios, an amount of \$1. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.
To be filed in by person lodging draft.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
Received Docs.
Nos.
Receiving Clerk.

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

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

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgage should enclose 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.

INDEXED	MEMORANDUM OF TRANSFER
	<i>Case for Butler</i>
	M.P.D.
Checked by	Particulars entered in Register Book,
<i>f.d.</i>	Volume <i>6357</i> Folio <i>177</i>
Passed in	
<i>29/11/01</i>	<i>the 1st day of December 2001</i>
Signed by	minutes past _____ o'clock in the _____ noon.
	<i>Janet...</i>
	Register-General.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs. sent		
Cancellation Clerk		
Vol.		Fol.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

GREAT

WESTERN

HIGHWAY

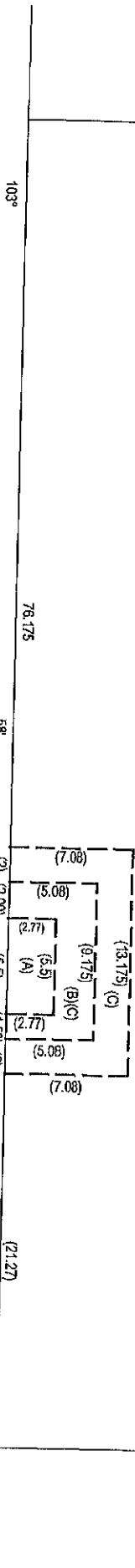
MGA

(X)

29
DP 656835

1
DP1209517

10
DP 1183672



WAINWRIGHT

LANE

- (X) EASEMENT FOR BATTER 0.76 WIDE (K 125555)
- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (B) RESTRICTION ON THE USE OF LAND
- (C) RESTRICTION ON THE USE OF LAND

NOTE:
ALL EASEMENT BEARINGS ARE PARALLEL OR
PERPENDICULAR TO 103°58'50"

SURVEYOR

Name: VICTORIA TESTER

Date: 15/02/2018

Reference: 6563-2

PLAN OF EASEMENT OVER LOT 1 IN DP1209517

L G A: PENRITH

Locality: KINGSWOOD

Reduction Ratio 1:250

Lengths are in metres.

Registered



2.8.2018

DP1245262

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only Registered:  2.8.2018 Title System: TORRENS			Office Use Only DP1245262		
PLAN OF EASEMENT OVER LOT 1 IN DP 1209517			LGA: PENRITH Locality: KINGSWOOD Parish: MULGOA County: CUMBERLAND		
Survey Certificate I, VICTORIA TESTER of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: ~~*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on~~ ~~*(b) The part of the land shown in the plan (*being/*excluding**~~ ~~was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or~~ *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 15/02/18 Surveyor Identification No: 8514 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			Crown Lands NSW/Western Lands Office Approval I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:		
Subdivision Certificate I, ... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.			Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.		
Plans used in the preparation of survey/compilation. DP1209517			Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		
Surveyor's Reference: 6563-2					

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only
Registered:  2.8.2018

PLAN OF
EASEMENT OVER LOT 1 IN DP 1209517

Subdivision Certificate number:
Date of Endorsement:

Office Use Only
DP1245262

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

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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1/1209517	240-246	Great Western	Highway	Kingswood

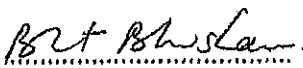
PURSUANT TO SECTION 88B OF CONVEYANCING ACT 1919 IT IS INTENDED

TO CREATE:

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

EXECUTED by
UPG 28 Pty Limited
ACN 609 716 181
in accordance with s127 of
the Corporations Act 2001

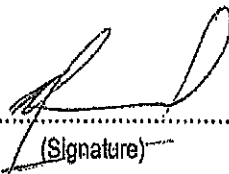
)
)
)
)
)


Bhart Bhushan
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6563-2

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
Registered:  2.8.2018 Office Use Only		Office Use Only DP1245262
PLAN OF EASEMENT OVER LOT 1 IN DP 1224785 1209517		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSf 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:		
Consent of mortgagee		
EXECUTED by 70) Alceon Group No. 64 Pty Limited) ACN 618 368 847 ACN 624 002 088 in accordance with s127 of) the Corporations Act 2001)  (Signature) Morris Symonds (PRINT NAME) DIRECTOR  (Signature) Melanie Hedges (PRINT NAME) DIRECTOR/SECRETARY		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 6563-2		

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

Lengths are in metres

(Sheet 1 of 7 sheets)

Plan: **DP1245262**

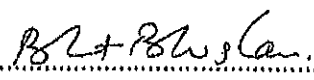
Plan of Easement over Lot 1 in DP 1209517

Full name and address of the owner of the land:

UPG 28 Pty Ltd
137 Gilba Road
GIRRAWEE NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Padmount Substation 2.75 Wide (A)	~~1/1224785~~ 1/1209517	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
2	Restriction on the Use of Land (B)	~~Part 1/1209517~~ ~~Part 1/1224785~~ designated (B)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3	Restriction on the Use of Land (C)	~~Part 1/1209517~~ ~~Part 1/1224785~~ designated (C)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878


Bharti Bhushan

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

Lengths are in metres

(Sheet 2 of 7 sheets)

Plan: **DP1245262** Plan of Easement over Lot 1 in DP 1209517

PART 2

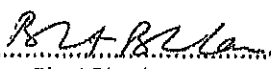
1. Terms of Easement numbered 1 in the plan

1.1 Definitions

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

1.2 Epsilon Distribution Ministerial Holding Corporation may:

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


Bhart Bhushan

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

Lengths are in metres

(Sheet 3 of 7 sheets)

Plan: **DP1245262** Plan of Easement over Lot 1 in DP 1209517

PART 2

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

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

.....*Bhart Bhushan*.....
Bhart Bhushan

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

Lengths are in metres

(Sheet 4 of 7 sheets)

Plan: **DP1245262** Plan of Easement over Lot 1 in DP 1209517

PART 2

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

2.1 Definitions:

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

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

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

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

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

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

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

.....*Bhart Bhushan*.....
Bhart Bhushan

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

Lengths are in metres

(Sheet 5 of 7 sheets)

Plan: **DP1245262** Plan of Easement over Lot 1 in DP 1209517

PART 2

3. Terms of Restriction on the Use of Land numbered 3 in the plan

3.1 Definitions:

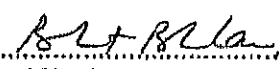
- 3.1.1 erect includes construct, install, build and maintain.
- 3.1.2 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

3.2 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

3.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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

Name of Authority having the power to release vary or modify the terms of Restriction numbered 3 in the plan is Epsilon Distribution Ministerial Holding Corporation


Bharti Bhushan

ePlan

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

Lengths are in metres

(Sheet 6 of 7 sheets)

Plan: **DP1245262**

Plan of Easement over Lot 1 in DP 1209517

PART 2

EXECUTED by
UPG 28 Pty Limited
ACN 609 716 181
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)

.....
Bhart Bhushan
Sole Director/Secretary

Consent of Mortgagee

EXECUTED by 70
Alceon Group No. 84 Pty Limited
ACN 618 388 817 624 002 688
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)

.....
(Signature)

Morris Symon
(PRINT NAME)
DIRECTOR

.....
(Signature)

Melanie Hedges
(PRINT NAME)
DIRECTOR/SECRETARY

.....
Bhart Bhushan

ePlan

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

Lengths are in metres

(Sheet 7 of 7 sheets)

Plan:

DP1245262

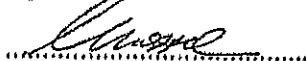
Plan of Easement over Lot 1 in DP 1209517

PART 2

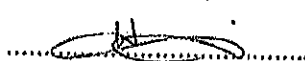
I certify that the attorney signed this instrument in my presence.

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

Signature of Witness:



Signature of attorney:



Name of Witness:

NATASHA ISSAC

Name and Position of attorney:

Helen Smith
Manager Property & Fleet

Address of Witness:
c/-Endeavour Energy
51 Huntington Drive
Huntington NSW 2148

Power of Attorney:
Book 4734 No. 883

Signing on behalf of:
Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

UML6699

Date of Signature:

21 May 2018

REGISTERED



2.8.2018

.....
Bhart Bhushan

Form: 13PC
Release: 3-0

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 19

**AP202589F**

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

(A) TORRENS TITLE

CP/SP91028

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE PC
	Universal Property Group Pty Ltd 137 Gilba Road, Girraween, 2145 9636 2465 Reference:	

(C) REGISTERED PROPRIETOR

Of the above land
The Owners Corporation of SP 91028

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
PENRITH CITY COUNCIL

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

DATE

(G) Execution by the prescribed authority

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

Signature of witness:

Signature of authorised officer:

Name of witness:

Abby Yaman

Name of authorised officer:

Gavin Cherry

Address of witness:

C/ 601 High Street Penrith

Position of authorised officer:

Development Assessment Coordinators

(G) Execution by the registered proprietor

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

Corporation: See Page 2
Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:
Office held:

Name of authorised person:
Office held:

(H) Consent of the N.A

The N.A. under N.A.

No. N.A.

, agrees to be bound by this positive covenant.

I certify that the above N.A.
signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Signature of N.A.

Name of witness:

Address of witness:

POSITIVE COVENANT BETWEEN THE OWNERS CORPORATION OF SP 91028
AND PENRITH CITY COUNCIL AFFECTING THE COMMON PROPERTY IN SP 91028

Approved Form 13

Certificate of Owners Corporation

The Owners corporation certifies that on 8/4/19, it passed a special resolution, pursuant to the *Strata Scheme Development Act 2015*, authorising the dealing or plan with this certificate.

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

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

The seal of The Owners – Strata Plan No 91028 was affixed on 8/4/19 in the presence of the following person (s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: Owner

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: Owner



APPROVED BY PENRITH CITY COUNCIL

[Signature]
General Manager / Authorised Officer

POSITIVE COVENANT BETWEEN THE OWNERS CORPORATION OF SP 91028
AND PENRITH CITY COUNCIL AFFECTING THE COMMON PROPERTY IN SP 91028

Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 91028 was affixed on 8/9/19 in the presence of the following person (s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: Owner

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: Owner

Approved Form 10

Certificate re Initial Period



(1) The Owners corporation certifies that in respect of the strata scheme:

~~* that the initial period has expired~~

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

The seal of The Owners – Strata Plan No 91028 was affixed on 8/9/19 in the presence of the following person (s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: Owner

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: Owner



APPROVED BY PENRITH CITY COUNCIL

Billy
General Manager / Authorised Officer

ANNEXURE "A"
 POSITIVE COVENANT BETWEEN THE OWNERS CORPORATION OF SP 91028
 AND PENRITH CITY COUNCIL AFFECTING THE COMMON PROPERTY IN SP 91028

Terms of positive covenant

1. The registered proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the pumps, grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers or any other structures of and incidental to the basement pump-out system within the land so burdened to the satisfaction of Penrith City Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.
2. Where the registered proprietor of the burdened lots fails to comply with any written request of the Penrith City Council referred to in (1) above the registered proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.
3. Full and free right for the Penrith City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any pumps, grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers or any other structure or alter surface levels to ensure the basement pump-out system within the land so burdened functions in accordance with the approved Construction Certificate (Council Reference: DA 13/0554).

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

Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 91028 was affixed on 8/9/19 in the presence of the following person (s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: Owner

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: Owner

APPROVED BY PENRITH CITY COUNCIL

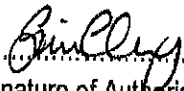
[Signature]
 General Manager / Authorised Officer

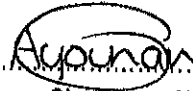


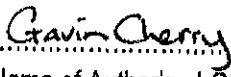
ANNEXURE "A"
POSITIVE COVENANT BETWEEN THE OWNERS CORPORATION OF SP 91028
AND PENRITH CITY COUNCIL AFFECTING THE COMMON PROPERTY IN SP 91028

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

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


.....
Signature of Authorised Officer


.....
Signature of Witness


.....
Name of Authorised Officer


.....
Name of Witness


.....
Position of Authorised Officer


.....
Address of Witness

APPROVED BY PENRITH CITY COUNCIL


.....
General Manager / Authorised Officer

Form: 13RPA
Release: 2.4
www.lpma.nsw.gov.au

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

New South Wales

Section 88E(3) Conveyancing Act 1919



AP202590W

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

(A) TORRENS TITLE

CP/SP91028

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Universal Property Group Pty Ltd 137 Gilba Road, Girraween, 2145 9636 2465	CODE RV
Reference:		

(C) REGISTERED PROPRIETOR

Of the above land
The Owners Corporation of SP 91028

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
PENRITH CITY COUNCIL

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

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

Signature of witness:

Ayouan

Name of witness:

Abdou Younan

Address of witness:

11 601 High Street
Penrith NSW 2750

Signature of authorised officer:

Gavin Cherry

Name of authorised officer:

Gavin Cherry

Position of authorised officer:

Development Assessment
Coordinator

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

Corporation: See Page 2

Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

(H) The N.A. under N.A.
I certify that the above N.A.
application in my presence.

No. N.A.

agrees to be bound by this restriction.

, who is personally known to me or as to whose identity I am otherwise satisfied, signed this

Signature of witness:

Signature of N.A.

Name of witness:

Address of witness:

RESTRICTION ON THE USE OF LAND BETWEEN THE OWNERS CORPORATION OF SP 91028
AND PENRITH CITY COUNCIL AFFECTING THE COMMON PROPERTY IN SP 91028

Approved Form 13

Certificate of Owners Corporation

The Owners corporation certifies that on 8/9/19, it passed a special resolution, pursuant to the *Strata Scheme Development Act 2015*, authorising the dealing or plan with this certificate.

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

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

The seal of The Owners – Strata Plan No 91028 was affixed on 8/9/19 in the presence of the following person (s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Bt Bt Lan Name: Bhart Bhushan Authority: Owner

Signature: Bt Bt Lan Name: Bhart Bhushan Authority: Owner



APPROVED BY PENRITH CITY COUNCIL

Gilly
General Manager / Authorised Officer

RESTRICTION ON THE USE OF LAND BETWEEN THE OWNERS CORPORATION OF SP 91028
AND PENRITH CITY COUNCIL AFFECTING THE COMMON PROPERTY IN SP 91028

Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 91028 was affixed on 8/9/19.....In the presence of the following person (s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: Owner

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: Owner

Approved Form 10

Certificate re Initial Period



(1) The Owners corporation certifies that in respect of the strata scheme:

~~* that the initial period has expired~~

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

The seal of The Owners – Strata Plan No 91028 was affixed on 8/9/19.....In the presence of the following person (s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: Owner

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: Owner



APPROVED BY PENRITH CITY COUNCIL

[Signature]
General Manager / Authorised Officer

ANNEXURE "A"
RESTRICTION ON THE USE OF LAND BETWEEN THE OWNERS CORPORATION OF SP 91028
AND PENRITH CITY COUNCIL AFFECTING THE COMMON PROPERTY IN SP 91028

Terms of Restriction on the Use of Land

The registered proprietor of the lot burdened shall not:

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

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

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

Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 91028 was affixed on 8/7/19 in the presence of the following person (s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: owner

Signature: Bhart Bhushan Name: Bhart Bhushan Authority: owner



APPROVED BY PENRITH CITY COUNCIL

Billy
General Manager / Authorised Officer

ANNEXURE "A"
RESTRICTION ON THE USE OF LAND BETWEEN THE OWNERS CORPORATION OF SP 91028
AND PENRITH CITY COUNCIL AFFECTING THE COMMON PROPERTY IN SP 91028

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

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

.....*Billy*.....
Signature of Authorised Officer

.....*Abby Younan*.....
Signature of Witness

.....*Gavin Cherry*.....
Name of Authorised Officer

.....*Abby Younan*.....
Name of Witness

.....*Development Assessment Coordinator*.....
Position of Authorised Officer

.....*c/601 High Street Penrith*.....
Address of Witness

APPROVED BY PENRITH CITY COUNCIL

.....*Billy*.....
General Manager / Authorised Officer



Enquiry ID	3059933
Agent ID	81429403
Issue Date	09 Apr 2019
Correspondence ID	1688195682
Your reference	160207

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Purchaser Copy

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1209517/1	240 GREAT WESTERN HWY KINGSWOOD 2747	\$5 470 000

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2019 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

SEWERAGE SERVICE DIAGRAM

PENRITH

SUBURB OF KINGSWOOD

SSD 684477

DRAINAGE FITTINGS

at	☒ P	P. Trap
ole	■ R	Reflux Valve
ary Trap	○	Cleaning Eye
ion Shaft	● V	Vertical Pipe
	IP	Induct Pipe
	MF	Mica Flap
Interceptor	● RP	Redding Point
	—	Sloped Junction
I Maht. Shaft	○	Vertical Junction
nance Shaft	—	On back Junction

SYMBOLS AND ABBREVIATIONS

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	Bl	Blid
Q V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

○ SVP	Soil Vent Pipe	○ WS	Waste Stack
-------	----------------	------	-------------

— E —	ELEC.
— ⊙ —	Pump Unit
— ⊠ —	Boundary Valve
— PRV —	Boundary Valve with PRV
⊠	Alarm Control Panel
⊠	LP Stop Valve
▷	LP Air Valve
+	LP Reducer
⊙	HSV Flow Monitor
⊙	Vacuum Chamber
⊙	Flushing Point

le: Approx 1:500

Distances/depths in metres

Pipe diameters in millimetres

Boundary Trap NO

SEWER AVAILABLE

is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the he existance and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the ing may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in e of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required a Board a Certificate Of Compliance as not all work may have been supervised.

agram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).

GREAT WESTERN HWY

1

240-246

WAINWRIGHT

150 VC

SLO RP



