

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	Victory Lease  Suite 606/1 - 5 Railway Street Chatswood, NSW 2067	phone: (02) 9884 8969
<b>co-agent</b>		
<b>vendor</b>	Victor Wentao HUANG 93 Warrimoo Avenue, St Ives Chase, NSW 2075	
<b>vendor's solicitor</b>	Seto & Nesto Conveyancing PO Box 6657, Rouse Hill Town Centre NSW 2155	<b>phone:</b> 02 8006 5207 <b>email:</b> convey@setonesto.com.au <b>ref:</b> Frank
<b>date for completion</b>	42 days after the contract date	(clause 15)
<b>land (address, plan details and title reference)</b>	220 /5 ADONIS AVE ROUSE HILL NSW 2155 Lot 40 STRATA PLAN 98453 Folio Identifier 40/SP98453	
<b>improvements</b>	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
<b>attached copies</b>	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

**buyer's agent**

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

## SIGNING PAGE

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

**Choices**

- Vendor agrees to accept a **deposit-bond**  NO  yes
- Nominated *Electronic Lodgment Network (ELN)*** (clause 4) PEXA
- 
- Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

- Land tax** is adjustable  NO  yes
- GST:** Taxable supply  NO  yes in full  yes to an extent
- Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Victory Strata  
 Suite 606, North, Tower, 1/5 Railway St, Chatswood NSW 2067

Phone: (02) 9884 8969

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

220/5 ADONIS AVE ROUSE HILL NSW 2155

## CONDITIONS OF SALE BY AUCTION

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

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
  
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## Section 66W Certificate

Vendor: ..... (“the Vendor/s”)

.....

Purchaser: ..... (“the Purchaser/s”)

.....

Property: ..... (“the Property”)

.....

I, .....

Solicitor certify as follows;

- a) I am a Solicitor currently admitted to practice in New South Wales.
- b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of the property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.
- c) I do not act for the Vendor and I am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member of a firm of which a solicitor acting for the Vendor is a member or employee.
- d) I have explained to the Purchaser;
  - i) The effect of the contract for the purchase of the Property,
  - ii) The nature of this certificate,
  - iii) The effect of giving this certificate to the Vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: ...../...../.....

Signature: .....

## **Special Conditions Annexed to Contract for the sale of land – 2022 edition**

### **1. Amendments to the Printed Form of Contract**

- 1.1 Clause 1, delete the words “a building society or a credit union”.
- 1.2 Clause 7.1.1, delete the words and figure “5% of the price” and insert instead “\$1000”;
- 1.3 Clause 10, line 1 is deleted and the following inserted instead: “The purchaser cannot make a claim or requisition, delay completion, or rescind or terminate in respect of:”
- 1.4 Clause 10.1.8 and 10.1.9 are amended by deleting the word “substance” and replacing it with “existence”
- 1.5 Clause 14.4.2 Delete;
- 1.6 Intentionally deleted;
- 1.7 Clause 19.2.3 is deleted.
- 1.8 Clause 23.13 substitute ‘3 days’ for ‘7 days’.
- 1.9 Delete Clause 31.2.

### **2. Inspection by Purchaser**

The property and any furnishings or chattels referred to in this Contract are sold in its present conditions and state of repair subject to all defects (latent or patent) infestation and dilapidation and all damage wear and tear pending completion. The Purchaser may not make a claim or requisition, delay completion, rescind or terminate in respect of a defect in or any lack of repair of the improvements (or any part of the improvements), furnishings or chattels.

### **3. Incapacity or Liquidation**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available at Law, or Equity had this clause not been included should either Vendor or Purchaser prior to completion:

- (a) Die or be found by any court of competent jurisdiction to be incapable of administering his/her estate or affairs; or
- (b) Commit any act of bankruptcy, be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors; or
- (c) In the case of the Purchaser (or any one of them) being a company, resolve to go into liquidation or have a summons or application presented or an order made for its winding up, have an official manager or receiver appointed over the whole or

part of its assets or undertaking, or enter into any deed of agreement, assignment or composition for the benefit of creditors;

Then the party not being the party referred to in subclause (a), (b) or (c) may rescind this Contract by notice in writing to the other party whereupon the provisions of clause 19 shall apply.

#### **4. Representations, warranties and acknowledgments**

The Purchaser enters into this Contract entirely as a result of the Purchaser's own enquiries and the Purchaser warrants to the Vendor that it has not nor has anyone on the Vendor's behalf made any representation other than as set out in this Contract which has in any manner influenced the Purchaser to enter into this Contract. The Purchaser does not rely on any representation letter document correspondence or arrangement whether oral or in writing as adding to or amending the terms conditions warranties and arrangements set out in this written Contract.

#### **5. Investment of deposit**

Further to Clause 2.9 of the Contract the Vendor and the Purchaser acknowledge that each is aware of the provisions of the taxation laws relating to tax file numbers and in particular that if a tax file number or claim for exemption is not quoted to an investment body, it will deduct tax from the unattributed income. Unattributed income is income from an investment for which the investor has not quoted a tax file number or informed the investment body that the investor is exempt from quoting the investor's tax file number.

#### **6. Purchaser's obligations**

In the event that the Purchaser changes solicitor without notifying the Vendor in writing of such change, then the solicitor lastly acting for the Purchaser shall be deemed to remain and be the solicitor for the Purchaser for the purpose of this Contract until notice in writing signed by the Purchaser of such change is received by the Vendor.

#### **7. Caveat or Mortgage**

The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Charge or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this Contract there is noted on any Certificate of Title in respect of the property or any part thereof any Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

#### **8. Interest for late completion**

If the Purchaser does not complete this purchase on or before the date specified by this Contract or the date nominated by the Vendor after the completion date, otherwise than as a result of any default by the Vendor, the Purchaser shall pay interest at the rate of 9% per annum on the balance of the purchase price from the due date for completion until the date completion actually takes place.

**9. Notice to Complete**

Should any event arise entitling the Vendor to issue a Notice to Complete on the Purchaser, then the Vendor may serve such a Notice on the Purchaser requiring the Purchaser to complete this Contract within a period of fourteen (14) days from the service of such notice making time of the essence of this Contract. The Parties agree that such a period of time is both reasonable and proper. On completion, the default Purchaser must pay a fee of \$330.00 to the Vendor's Solicitor being the cost for issuing such Notice to Complete to the Purchaser.

**10. Deposit By Bond or Guarantee**, If the 10% deposit or part of the deposit paid by bond or guarantee:

10.1 Notwithstanding the provision of Clause 2, the Vendor agrees to accept in lieu of payment of the whole or part of the deposit, a bond or guarantee for the amount of the deposit in and to the effect of the form annexed hereto;

10.2 The Purchaser must pay to the Vendor the amount stipulated in the bond or guarantee in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted for the Vendor; or

10.3 If the Vendor serves on the Purchaser written notice claiming forfeiture of the deposit, then to the extent that the deposit has not already been paid by the issuer of the bond or guarantee, the Purchaser must forthwith pay the deposit (or so much as has not been paid pursuant to the bond or guarantee) to the depositholder.

**11. Where deposit is less than 10%**

11.1 In the event that the Purchaser pays less than ten percentages (10%) of the purchase price as deposit, if the Purchaser commits a default hereunder the whole of the 10% deposit shall become due and payable to the Vendor notwithstanding that this Contract is not completed.

11.2 This clause shall not merge on completion. The Vendor shall be entitled to sue the Purchaser for recovery of the 10% deposit that remains outstanding as a debt due by the Purchaser to the Vendor.

**12. Reasonable cost for re-arrangement of settlement**

If settlement of this matter does not take place at the first scheduled time due to the default of the Purchaser, or his/her mortgagee, then the Purchaser shall pay all fees including, agency fees (\$66.00), re-certification fees incurred by the Vendor or his/her mortgagee, in relation to any re-arrangement of settlement.

**13. Clause 20.6.5 is deleted and the following sub-clause substituted therefore:**

“served on a party on the day it is transmitted to such party’s Solicitor by facsimile except if the transmission is made after 5 pm, in which case it shall be deemed to be served on the next business day; and”

**14. Purchaser warranty on Agent**

The Purchaser warrants that the Purchaser was not introduced to the Vendor of the property by any real estate agent except the agent (if any) named in this Contract and the Purchaser indemnifies the Vendor against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

**15. Early release of deposit**

The parties hereto agree that in the event that the Vendor shall require the release of the deposit monies paid in accordance with this Contract for the purposes of appropriating same towards the Vendor’s purchase of another property or for the payment of Stamp Duty on the purchase, then the Purchaser shall not raise any objection to the said deposit monies being released for that purpose and shall forthwith authorise the release of the deposit monies paid herein to be directed to the Agent or Solicitor acting on the Vendor’s purchase or the Office of State Revenue. In this case, Clause 2 of the Contract shall be deemed not to apply. The provision of this Special Condition is sufficient authority on a real estate agent to release such monies.

**16. Requisitions**

For the purpose of clause 5.1 requisitions or general questions about the property the title must be in the form of the attached requisitions.

**17. S184 or S26 Certificate**

Clause 23.13- is deleted and replaced with ‘The Purchaser must obtain a Section

184 Strata Schemes Management Act 1996 or Section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date'

### 18. Purchaser being a Company

In the event that the purchaser being a company each of the person signing this Contract on behalf of the Company warrants that the company has been duly incorporated and those person acknowledge and agree that they shall be personally liable under this Contract both jointly and severally, as if they had been named as purchasers. In the event that the purchaser defaults in its obligation under this Contract, the Directors of that Company who have signed this Contract on behalf of the Company hereby guarantee, both jointly and severally, the due performance of the Company in relation to its obligations pursuant to the terms of this Contract in every respect as if they had personally entered into the Contract themselves. The provisions of this special condition shall not merge upon completion or termination of this Contract.

### 19. Foreign Purchaser

- (a) The purchaser warrants:
  - (i) That the purchaser is not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975*; or
  - (ii) That the purchaser is a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975* and that the treasurer of the Commonwealth of Australia has advised in writing that the treasure has no objection to the acquisition of the property by the purchaser.
- (b) In the event of there being a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or costs which may be incurred by the vendor as a consequence thereof.
- (c) This warranty and indemnity shall not merge on completion.

### 20. Land tax adjustment

Land tax payable is to be calculated by following the formula below:

$$\text{Land tax payable} = (A \times C) / B$$

A: Average Taxable land value of the subject land;

B: Total aggregated land value of all land on the Vendor's Land tax assessment;

C: Total land tax payable.



FOLIO: 40/SP98453

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/6/2024	5:39 PM	2	28/8/2019

LAND

-----

LOT 40 IN STRATA PLAN 98453  
AT ROUSE HILL  
LOCAL GOVERNMENT AREA BLACKTOWN

FIRST SCHEDULE

-----

VICTOR WENTAO HUANG (T AP493490)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP98453
- 2 AP493491 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP98453

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/11/2023	11:22 AM	3	4/1/2023

LAND

-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 98453  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ROUSE HILL  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP98453

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 98453  
ADDRESS FOR SERVICE OF DOCUMENTS:  
5 ADONIS AVENUE  
ROUSE HILL  
NSW 2155

SECOND SCHEDULE (18 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 K467164 COVENANT
- 3 U809065 EASEMENT FOR WATER SUPPLY WORKS 10 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 4 DP1247576 RIGHT OF ACCESS 2.5 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1247576 EASEMENT FOR SERVICES 2.5 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1247576 RIGHT OF ACCESS 6.5 METRE(S) WIDE AND VARIABLE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1247576 EASEMENT FOR SERVICES 6.5 METRE(S) WIDE AND VARIABLE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1247576 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (5) IN THE S.88B INSTRUMENT
- 9 DP1247576 POSITIVE COVENANT
- 10 DP1247576 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (5) IN THE S.88B INSTRUMENT
- 11 AP326391 POSITIVE COVENANT
- 12 AP326392 RESTRICTION(S) ON THE USE OF LAND
- 13 DP1219410 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)

- 14 DP1219410 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S.88B INSTRUMENT
- 15 DP1219410 RIGHT OF PUBLIC ACCESS 2.5 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1219410 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (4) IN THE S.88B INSTRUMENT
- 17 AQ51491 ORDER OF STRATA SCHEMES BOARD
- 18 AS764140 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 98453

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 77	2	- 75	3	- 59	4	- 58
5	- 76	6	- 74	7	- 75	8	- 58
9	- 74	10	- 76	11	- 76	12	- 74
13	- 58	14	- 73	15	- 74	16	- 85
17	- 76	18	- 59	19	- 74	20	- 70
21	- 57	22	- 56	23	- 73	24	- 73
25	- 67	26	- 67	27	- 73	28	- 76
29	- 76	30	- 73	31	- 63	32	- 73
33	- 73	34	- 85	35	- 73	36	- 58
37	- 76	38	- 72	39	- 58	40	- 57
41	- 76	42	- 74	43	- 68	44	- 68
45	- 74	46	- 77	47	- 77	48	- 74
49	- 64	50	- 76	51	- 76	52	- 85
53	- 75	54	- 59	55	- 76	56	- 72
57	- 85	58	- 76	59	- 77	60	- 69
61	- 69	62	- 75	63	- 78	64	- 78
65	- 76	66	- 67	67	- 77	68	- 76
69	- 85	70	- 76	71	- 59	72	- 74
73	- 74	74	- 74	75	- 73	76	- 82
77	- 78	78	- 78	79	- 78	80	- 84
81	- 84	82	- 77	83	- 77	84	- 60
85	- 74	86	- 74	87	- 74	88	- 73
89	- 72	90	- 84	91	- 72	92	- 80
93	- 76	94	- 76	95	- 76	96	- 84
97	- 84	98	- 75	99	- 75	100	- 59
101	- 74	102	- 74	103	- 85	104	- 73
105	- 73	106	- 85	107	- 73	108	- 81
109	- 77	110	- 77	111	- 77	112	- 86
113	- 86	114	- 76	115	- 76	116	- 60
117	- 74	118	- 74	119	- 85	120	- 74
121	- 74	122	- 86	123	- 74	124	- 81
125	- 77	126	- 77	127	- 77	128	- 86
129	- 85	130	- 77	131	- 76	132	- 62

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP98453

PAGE 3

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

STRATA PLAN 98453

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
133	- 74	134	- 74	135	- 85		

NOTATIONS

UNREGISTERED DEALINGS: NIL

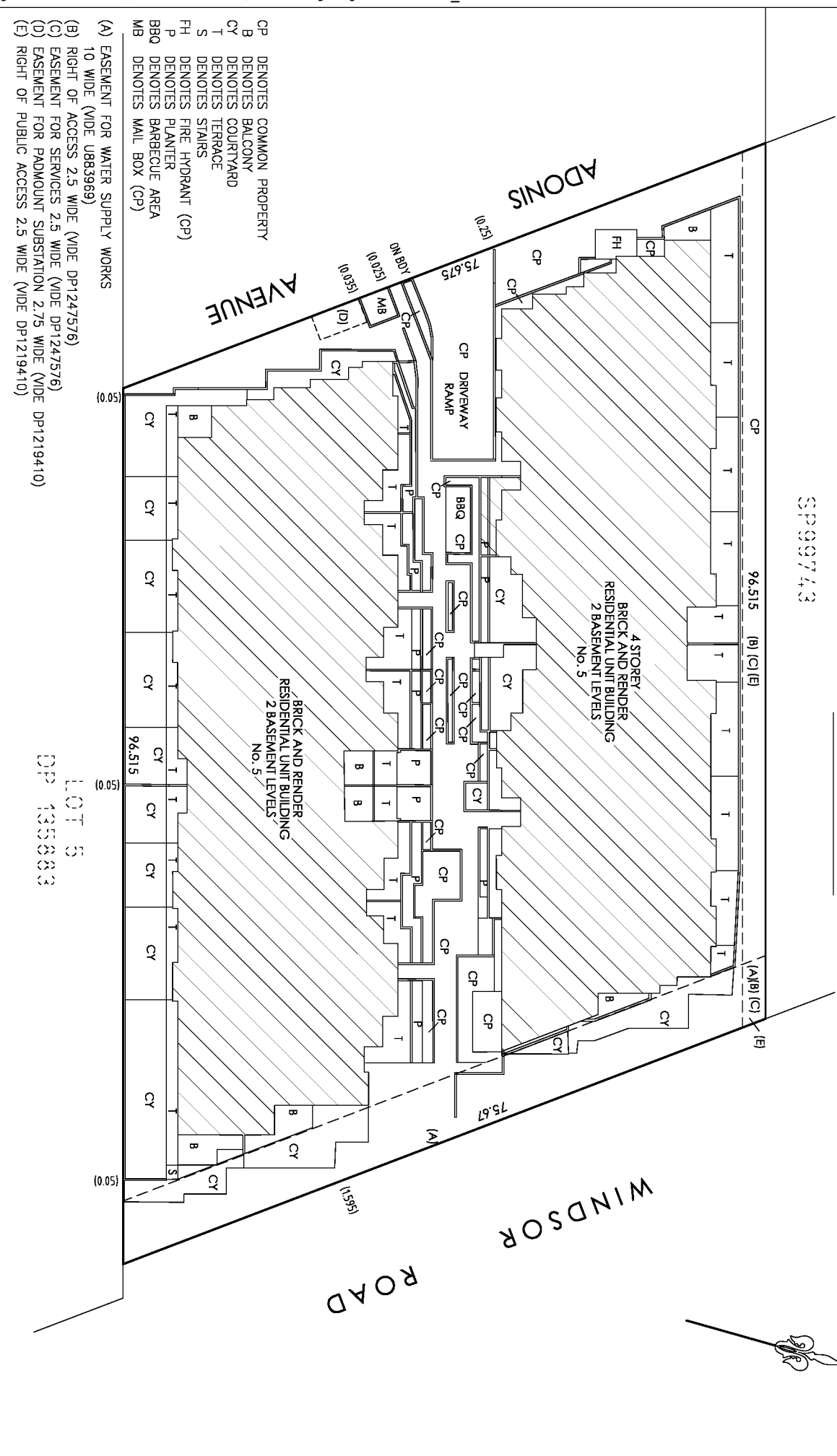
\*\*\* END OF SEARCH \*\*\*

Lijun WANG\_133\_5 Adonis

PRINTED ON 29/11/2023

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

**LOCATION PLAN**



- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- CY DENOTES COURTYARD
- T DENOTES TERRACE
- S DENOTES STAIRS
- FH DENOTES FIRE HYDRANT (CP)
- P DENOTES PLANTER
- BBQ DENOTES BARBECUE AREA
- MB DENOTES MAIL BOX (CP)
- (A) EASEMENT FOR WATER SUPPLY WORKS 10 WIDE (VIDE U883969)
- (B) RIGHT OF ACCESS 2.5 WIDE (VIDE DP1247576)
- (C) EASEMENT FOR SERVICES 2.5 WIDE (VIDE DP1247576)
- (D) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (VIDE DP1219410)
- (E) RIGHT OF PUBLIC ACCESS 2.5 WIDE (VIDE DP1219410)

LOT 5  
 DP 135883

<p><b>SURVEYOR</b>                  Name: <b>AARON FLUERY</b>                  Date: <b>8 APRIL 2019</b>                  Surveyor's Ref: <b>1282SP</b></p>	<p><b>PLAN OF SUBDIVISION OF LOT 80 IN DP1219410</b></p>	<p>LGA: <b>BLACKTOWN</b>                  Locality: <b>ROUSE HILL</b>                  Reduction Ratio 1: <b>400</b></p>	<p>Registered                    13/08/2019</p>
<p><b>SP98453</b></p>			

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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PLAN FORM 1 (A3)

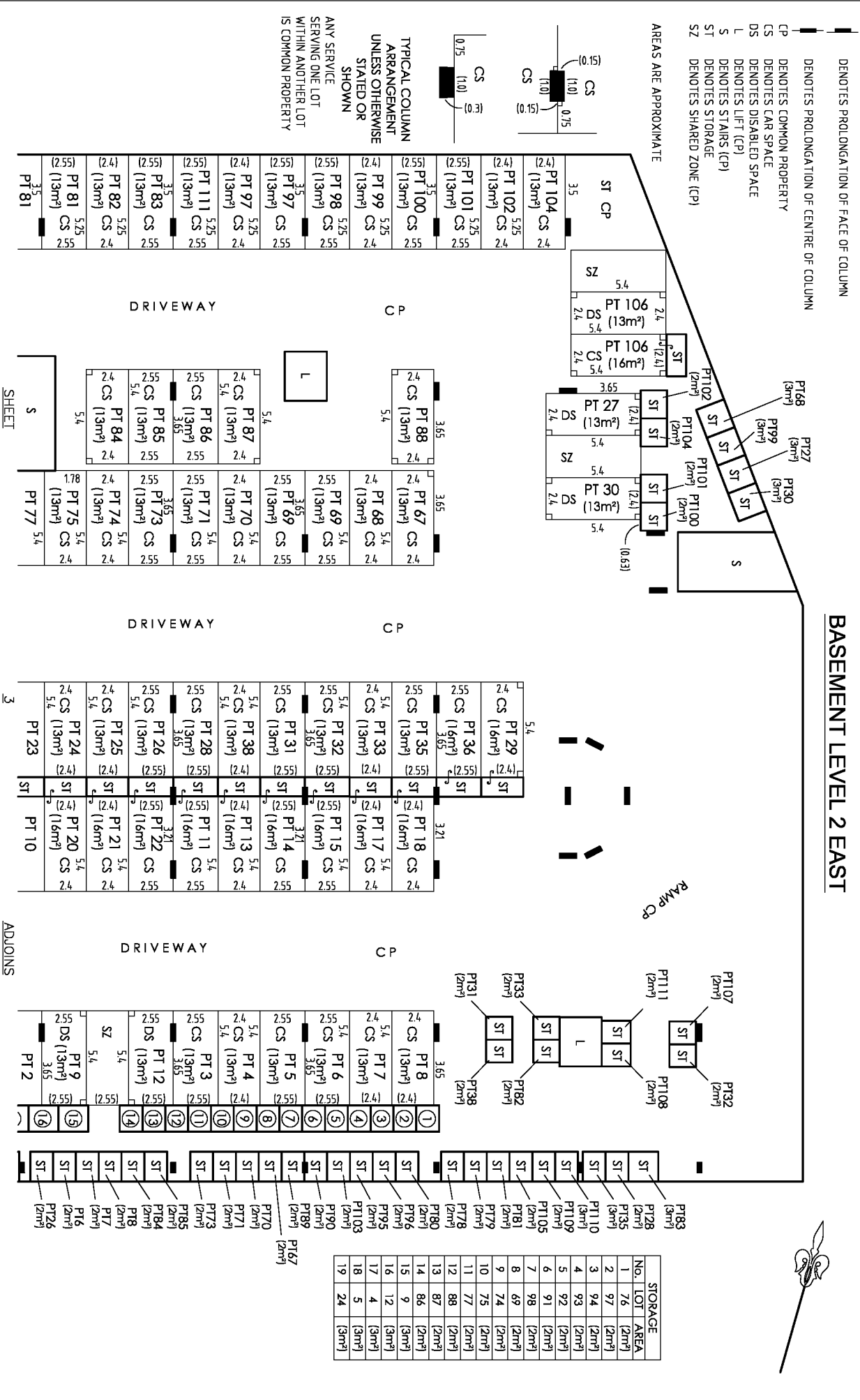
SP98453

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 2 of 13 sheets

**BASEMENT LEVEL 2 EAST**



STORAGE	NO.	LOT AREA
1	76	(2m²)
2	97	(2m²)
3	94	(2m²)
4	93	(2m²)
5	92	(2m²)
6	91	(2m²)
7	98	(2m²)
8	69	(2m²)
9	74	(2m²)
10	75	(2m²)
11	77	(2m²)
12	88	(2m²)
13	87	(2m²)
14	86	(2m²)
15	9	(3m²)
16	12	(3m²)
17	4	(3m²)
18	5	(3m²)
19	24	(3m²)

**SURVEYOR**  
 Name: AARON FLUERY  
 Date: 8 APRIL 2019  
 Surveyor's Ref: 1282SP

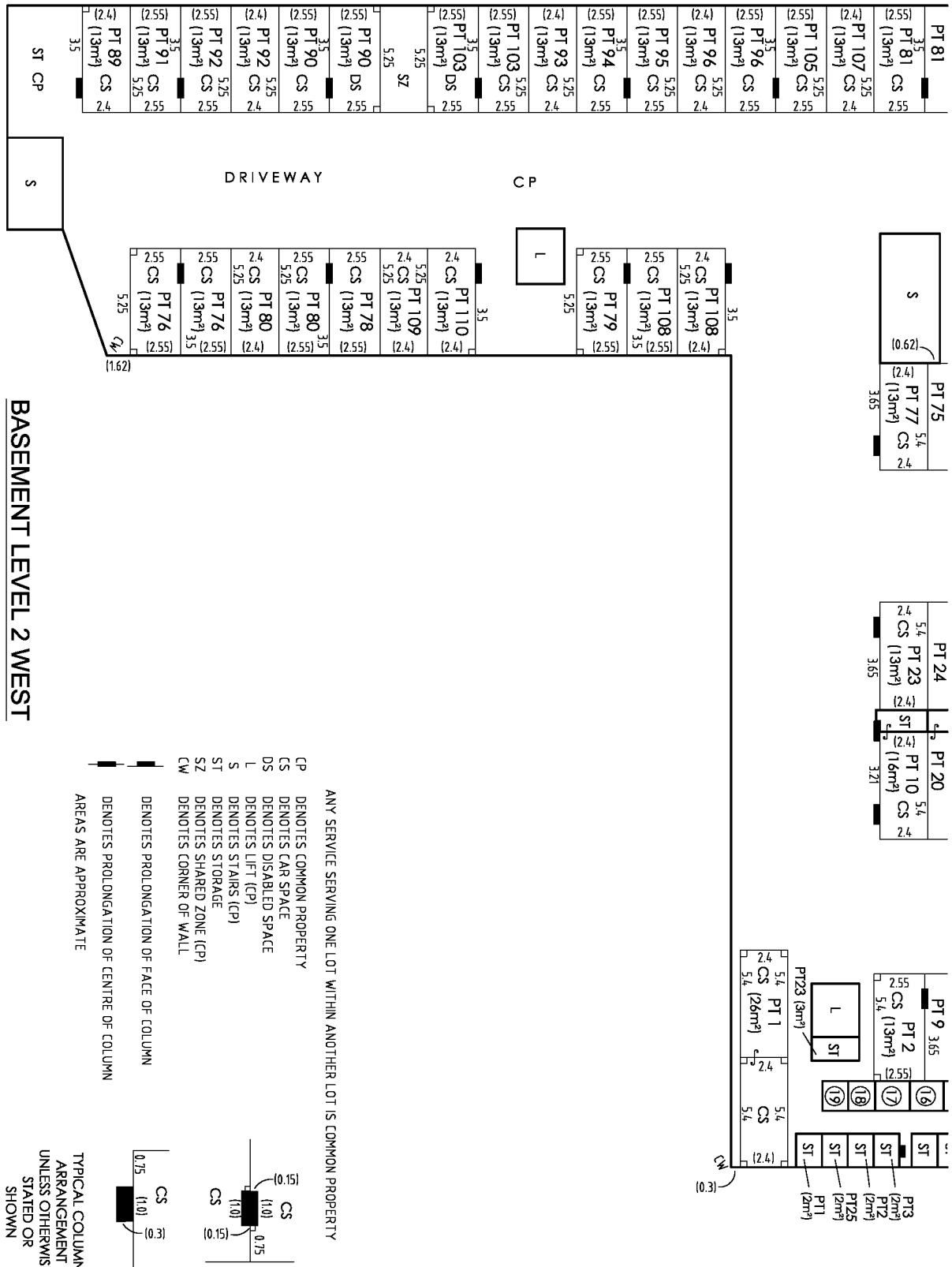
**PLAN OF SUBDIVISION OF LOT 80 IN DP1219410**

LGA: BLACKTOWN  
 Locality: ROUSE HILL  
 Reduction Ratio 1: 200

Registered  
 13/08/2019

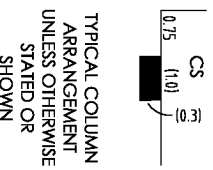
**SP98453**

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Table of mm															



**BASEMENT LEVEL 2 WEST**

- ANY SERVICE SERVING ONE LOT WITHIN ANOTHER LOT IS COMMON PROPERTY
- CP DENOTES COMMON PROPERTY
  - CS DENOTES FAR SPACE
  - DS DENOTES DISABLED SPACE
  - L DENOTES LIFT (CP)
  - S DENOTES STAIRS (CP)
  - ST DENOTES STORAGE
  - ST DENOTES SHARED ZONE (CP)
  - SZ DENOTES CORNER OF WALL
  - CW DENOTES PROLONGATION OF FACE OF COLUMN
  - DENOTES PROLONGATION OF CENTRE OF COLUMN
  - DENOTES APPROXIMATE AREAS ARE APPROXIMATE



**SURVEYOR**  
 Name: AARON FLUERY  
 Date: 8 APRIL 2019  
 Surveyor's Ref: 1282SP

PLAN OF SUBDIVISION OF LOT 80 IN DP1219410

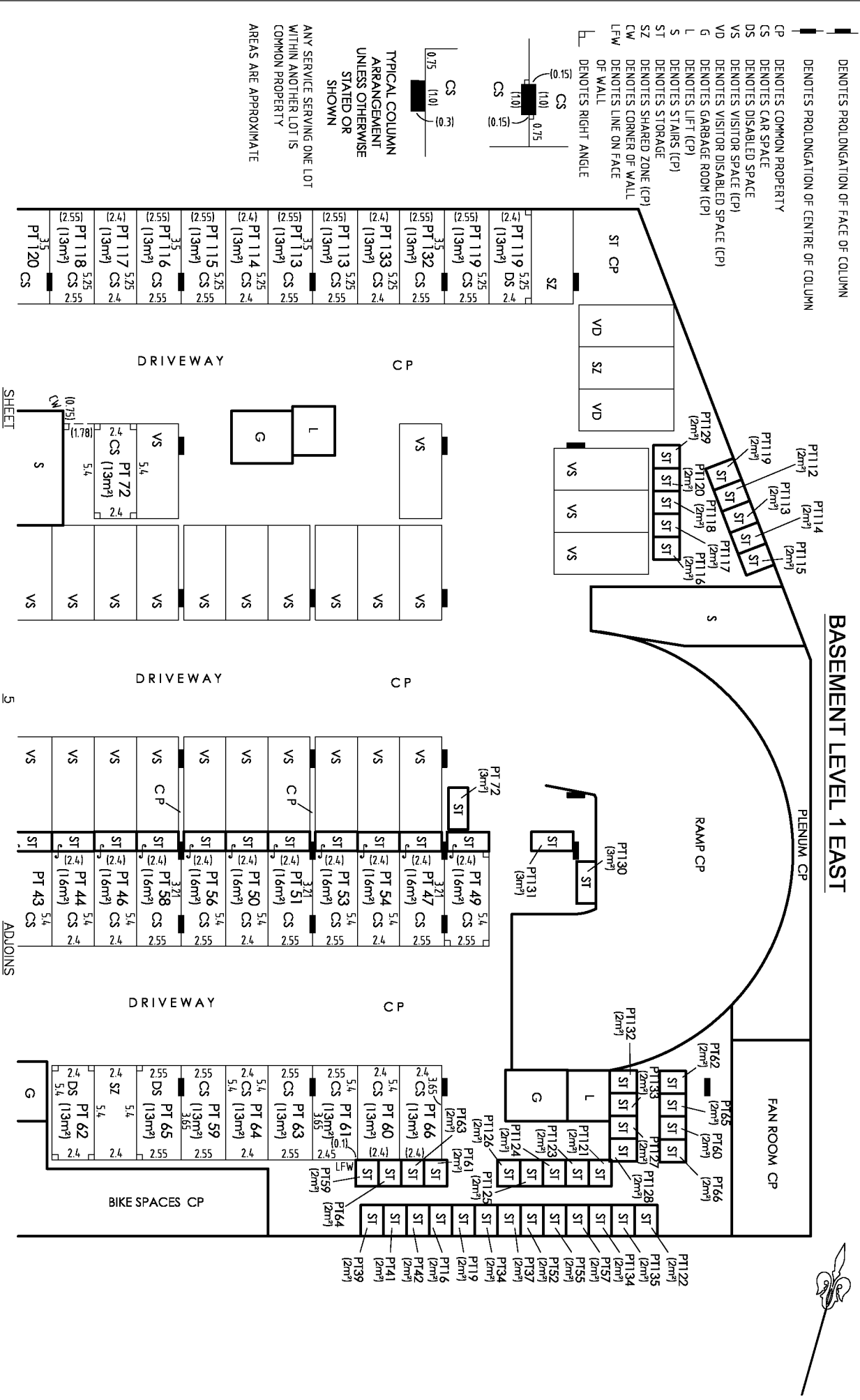
LGA: BLACKTOWN  
 Locality: ROUSE HILL  
 Reduction Ratio 1: 200

Registered  
  
 13/08/2019

**SP98453**

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Table of mm															

**BASEMENT LEVEL 1 EAST**



**SURVEYOR**  
 Name: **AARON FLUERY**  
 Date: **8 APRIL 2019**  
 Surveyor's Ref: **1282SP**

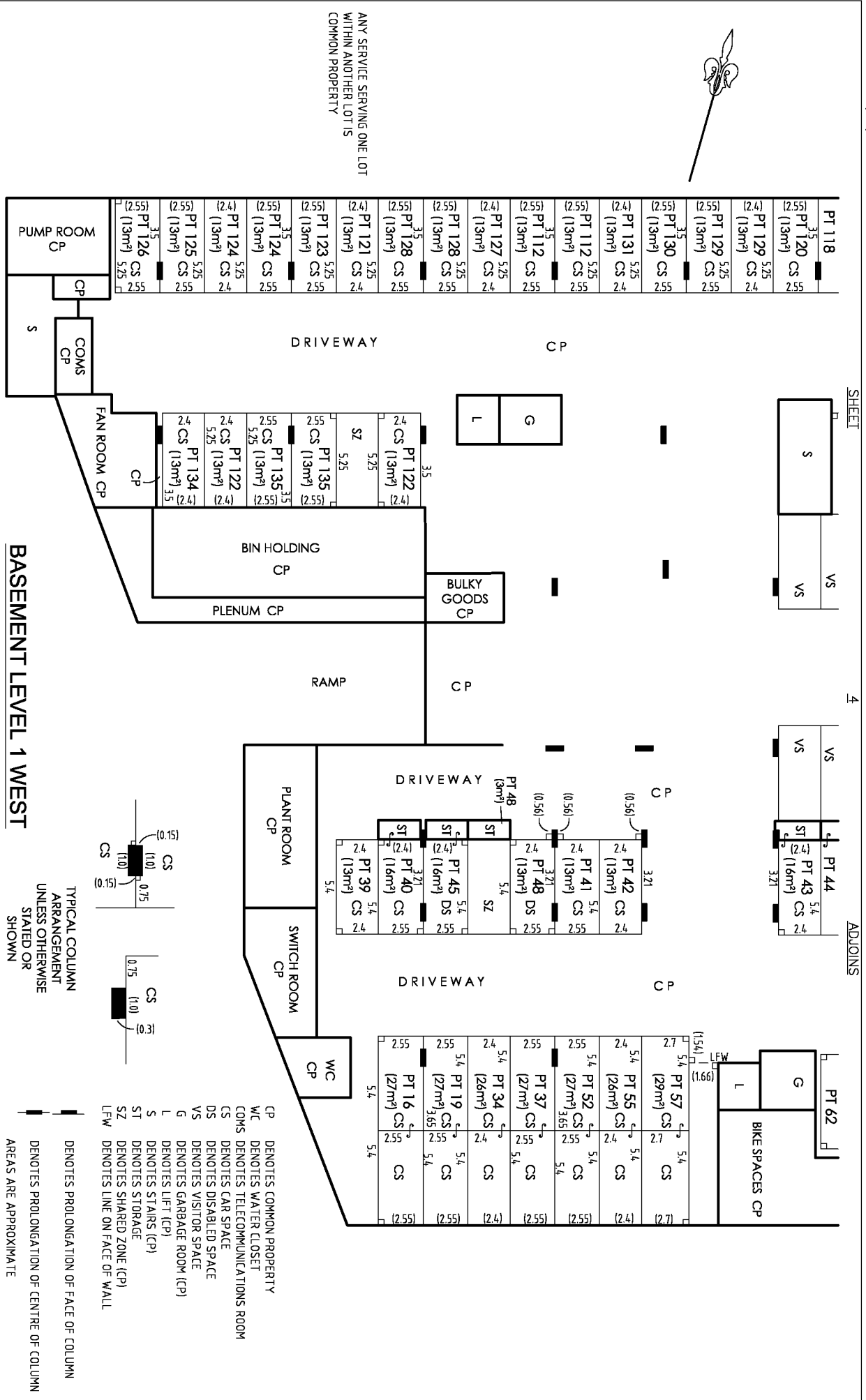
**PLAN OF SUBDIVISION OF LOT 80 IN DP1219410**

LGA: **BLACKTOWN**  
 Locality: **ROUSE HILL**  
 Reduction Ratio 1: **200**

Registered  
 13/08/2019

**SP98453**


5  
 ADJOINS



**SURVEYOR**  
 Name: **AARON FLUERY**  
 Date: **8 APRIL 2019**  
 Surveyor's Ref: **1282SP**

**PLAN OF SUBDIVISION OF LOT 80 IN DP1219410**

**LGA: BLACKTOWN**  
 Locality: **ROUSE HILL**  
 Reduction Ratio 1: **200**

**Registered**  
  
 13/08/2019

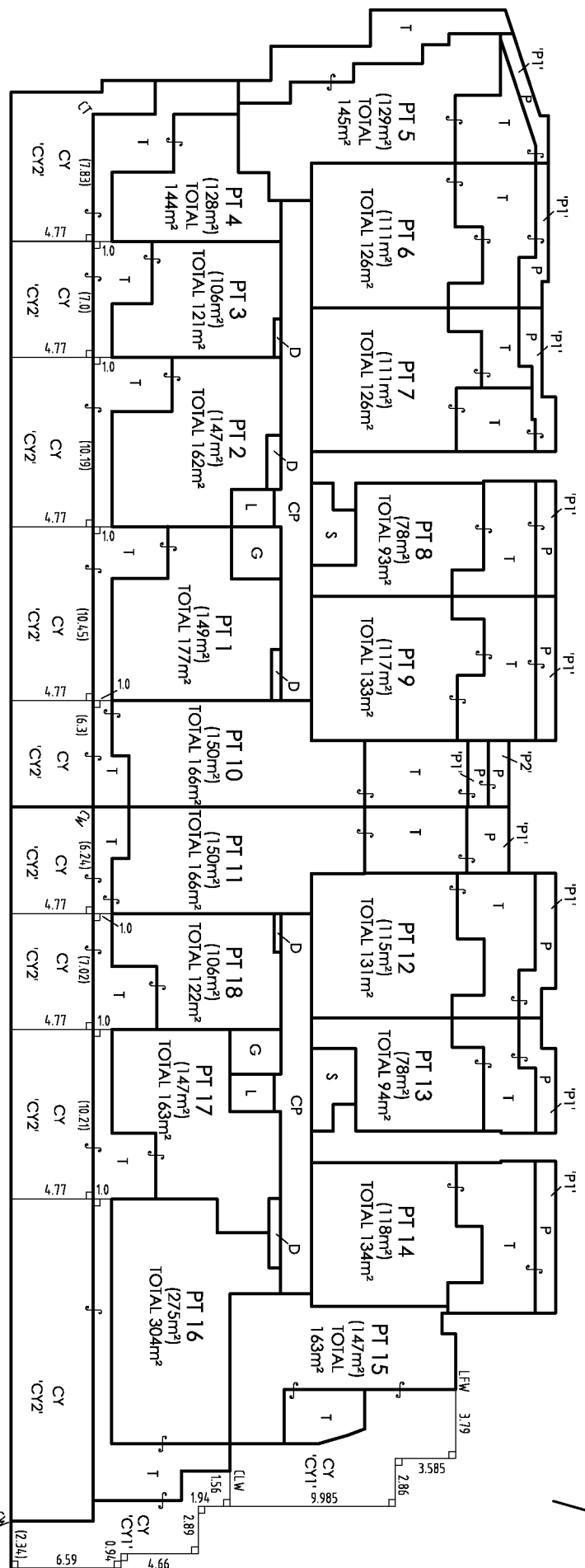
**SP98453**

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150  
 Table of mm

**GROUND FLOOR SOUTH**

THE STRATUM OF THE COURTYARDS AND PLANTERS DENOTED 'P1' AND 'CY2' ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE, AND IN DEPTH TO 1 METRES BELOW, THE UPPER SURFACE OF THEIR RESPECTIVE UNIT'S GROUND FLOOR LEVEL, EXCEPT WHERE COVERED WITHIN THIS LIMIT OR WHERE THERE IS A STRUCTURAL BASE WITHIN THIS LIMIT

THE STRATUM OF THE COURTYARDS DENOTED 'CY1' ARE LIMITED IN HEIGHT TO 3.5 METRES ABOVE, AND IN DEPTH TO 0.1 METRES BELOW, THE UPPER SURFACE OF THEIR RESPECTIVE UNIT'S GROUND FLOOR LEVEL, EXCEPT WHERE COVERED WITHIN THIS LIMIT OR WHERE THERE IS A STRUCTURAL BASE WITHIN THIS LIMIT



THE STRATUM OF THE TERRACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THEIR UPPER HARD STAND BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRATUM OF THE PLANTER DENOTED 'P2' IS LIMITED IN HEIGHT TO 3.5 METRES ABOVE, AND IN DEPTH TO 0.5 METRES ABOVE, THE UPPER SURFACE OF IT'S RESPECTIVE UNIT'S GROUND FLOOR LEVEL, EXCEPT WHERE COVERED WITHIN THIS LIMIT OR WHERE THERE IS A STRUCTURAL BASE WITHIN THIS LIMIT

AREAS ARE APPROXIMATE


FAÇADE COLUMNS FORM A PART OF THE COMMON PROPERTY

- CP DENOTES COMMON PROPERTY
  - D DENOTES COURTYARD
  - DY DENOTES SERVICES (CP)
  - G DENOTES GARBAGE ROOM (CP)
  - L DENOTES LIFT (CP)
  - P DENOTES PLANTER
  - S DENOTES STAIRS (CP)
  - T DENOTES TERRACE
  - CW DENOTES CORNER OF WALL
  - CT DENOTES CORNER OF TILES
  - LFW DENOTES LINE ON FACE OF WALL
  - CLW DENOTES CENTRELINE OF WALL
- └─ DENOTES RIGHT ANGLE

**SURVEYOR**  
 Name: **AARON FLUERY**  
 Date: **8 APRIL 2019**  
 Surveyor's Ref: **1282SP**

**PLAN OF SUBDIVISION OF LOT 80 IN DP1219410**

LGA: **BLACKTOWN**  
 Locality: **ROUSE HILL**  
 Reduction Ratio: **1: 250**

Registered  
  
 13/08/2019

**SP98453**

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Table of mm															

PLAN FORM 1 (A3)

SP98453

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

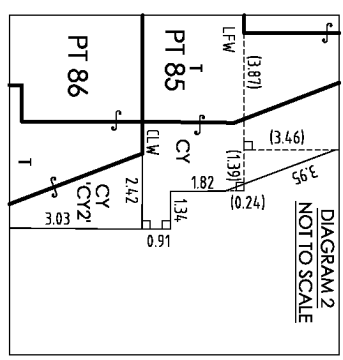
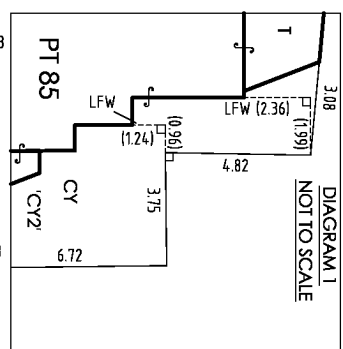
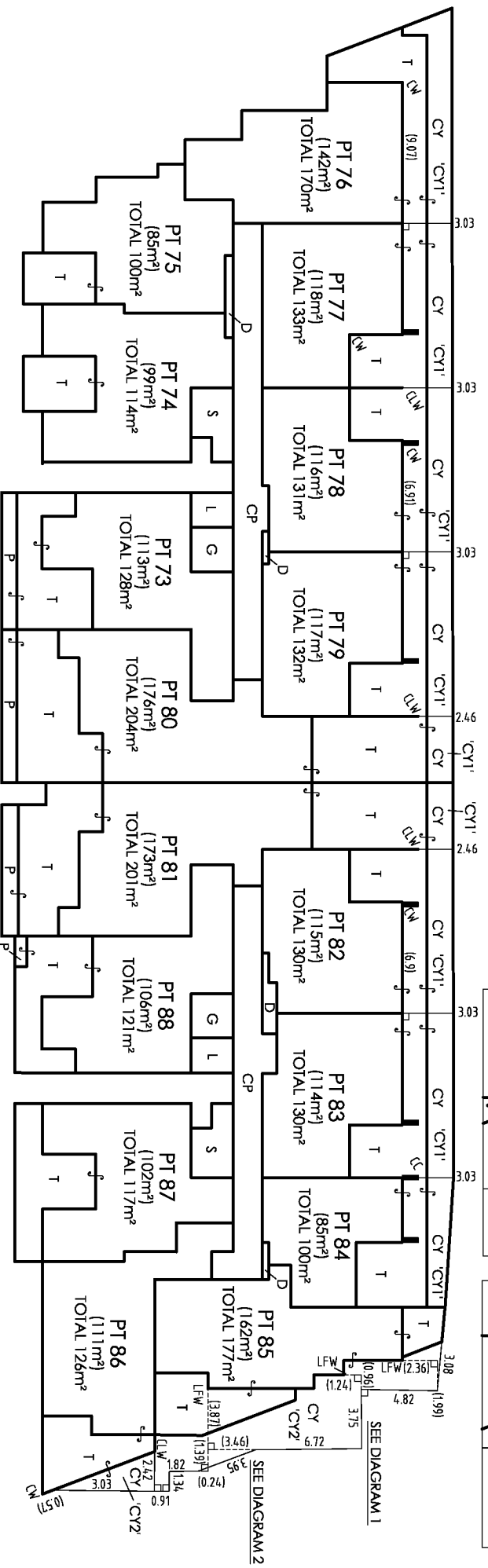
ePlan

Sheet 7 of 13 sheets

**GROUND FLOOR NORTH**

THE STRATUM OF THE PLANTERS ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE, AND IN DEPTH TO 1 METRES BELOW, THE UPPER SURFACE OF THEIR RESPECTIVE UNIT'S GROUND FLOOR LEVEL, EXCEPT WHERE COVERED WITHIN THIS LIMIT OR WHERE THERE IS A STRUCTURAL BASE WITHIN THIS LIMIT

THE STRATUM OF THE COURTYARDS DENOTED 'CY2' ARE LIMITED IN HEIGHT TO 3.5 METRES ABOVE, AND IN DEPTH TO 0.1 METRE BELOW, THE UPPER SURFACE OF THEIR RESPECTIVE UNIT'S GROUND FLOOR LEVEL, EXCEPT WHERE COVERED WITHIN THIS LIMIT OR WHERE THERE IS A STRUCTURAL BASE WITHIN THIS LIMIT



THE STRATUM OF THE TERRACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THEIR UPPER HARD STAND BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRATUM OF THE COURTYARDS DENOTED 'CY1' ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE, AND IN DEPTH TO 1 METRE BELOW, THE UPPER SURFACE OF THEIR RESPECTIVE UNIT'S GROUND FLOOR LEVEL, EXCEPT WHERE COVERED WITHIN THIS LIMIT OR WHERE THERE IS A STRUCTURAL BASE WITHIN THIS LIMIT

AREAS ARE APPROXIMATE

FAÇADE COLUMNS FORM A PART OF THE COMMON PROPERTY

- DENOTES FAÇADE COLUMN (COMMON PROPERTY)
- └ DENOTES RIGHT ANGLE
- CP DENOTES COMMON PROPERTY
- CY DENOTES COURTYARD
- D DENOTES SERVICES (CP)
- G DENOTES GARAGE ROOM (CP)
- L DENOTES LIFT (CP)
- P DENOTES PLANTER
- S DENOTES STAIRS (CP)
- T DENOTES TERRACE
- CC DENOTES CENTRELINE OF COLUMN
- CW DENOTES CORNER OF WALL
- CLW DENOTES CENTRELINE OF WALL
- LFW DENOTES LINE FACE OF WALL

**SURVEYOR**  
 Name: **AARON FLUERY**  
 Date: **8 APRIL 2019**  
 Surveyor's Ref: **1282SP**

**PLAN OF SUBDIVISION OF LOT 80 IN DP1219410**

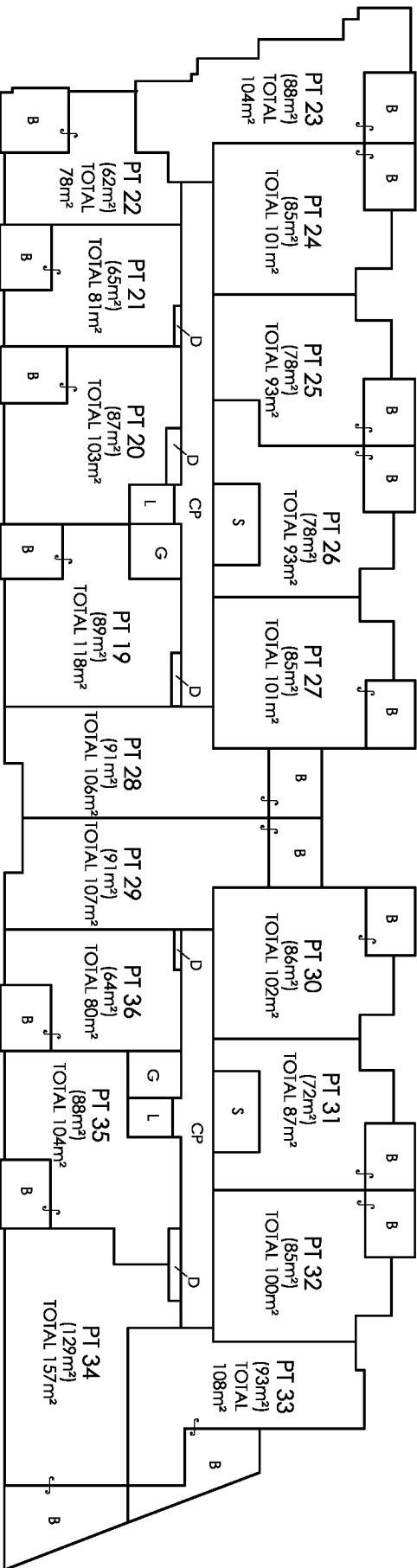
LGA: **BLACKTOWN**  
 Locality: **ROUSE HILL**  
 Reduction Ratio 1: **250**

Registered  
  
 13/08/2019

**SP98453**

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**FIRST FLOOR SOUTH**



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS GROUND FLOOR LEVEL, EXCEPT WHERE COVERED WITHIN THIS LIMIT

AREAS ARE APPROXIMATE

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES (CP)
- G DENOTES GARBAGE ROOM (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

**SURVEYOR**  
 Name: **AARON FLUERY**  
 Date: **8 APRIL 2019**  
 Surveyor's Ref: **1282SP**

**PLAN OF SUBDIVISION OF LOT 80 IN DP1219410**

LGA: **BLACKTOWN**  
 Locality: **ROUSE HILL**  
 Reduction Ratio 1: **250**

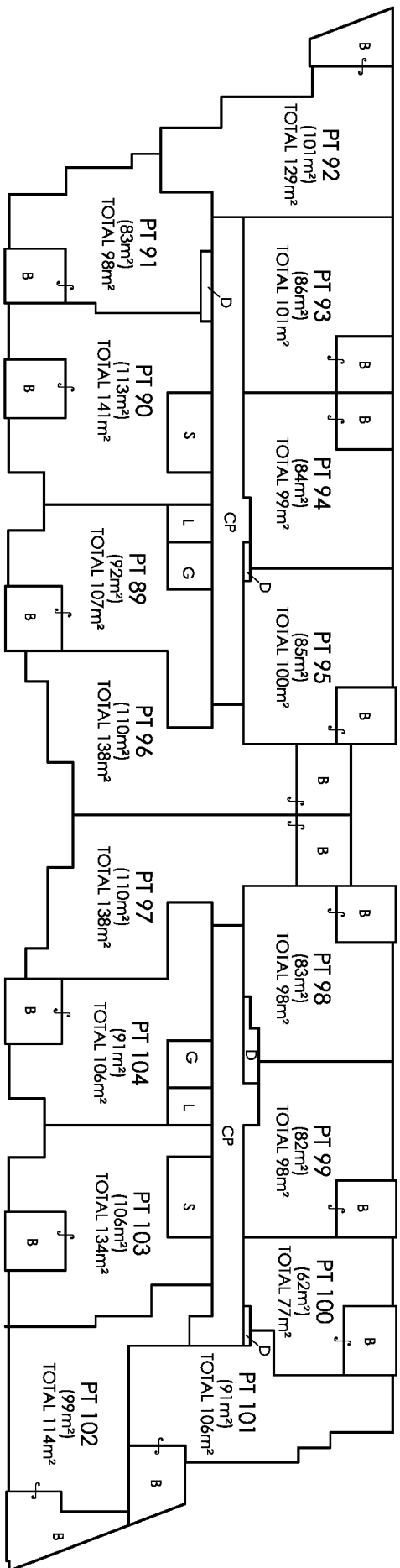
Registered  
  
 13/08/2019

**SP98453**

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Table of mm															



**FIRST FLOOR NORTH**



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNIT'S GROUND FLOOR LEVEL, EXCEPT WHERE COVERED WITHIN THIS LIMIT

AREAS ARE APPROXIMATE

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES (CP)
- G DENOTES GARBAGE ROOM (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

**SURVEYOR**  
 Name: **AARON FLUERY**  
 Date: **8 APRIL 2019**  
 Surveyor's Ref: **1282SP**

**PLAN OF SUBDIVISION OF LOT 80 IN DP1219410**

LGA: **BLACKTOWN**  
 Locality: **ROUSE HILL**  
 Reduction Ratio 1: 250

Registered



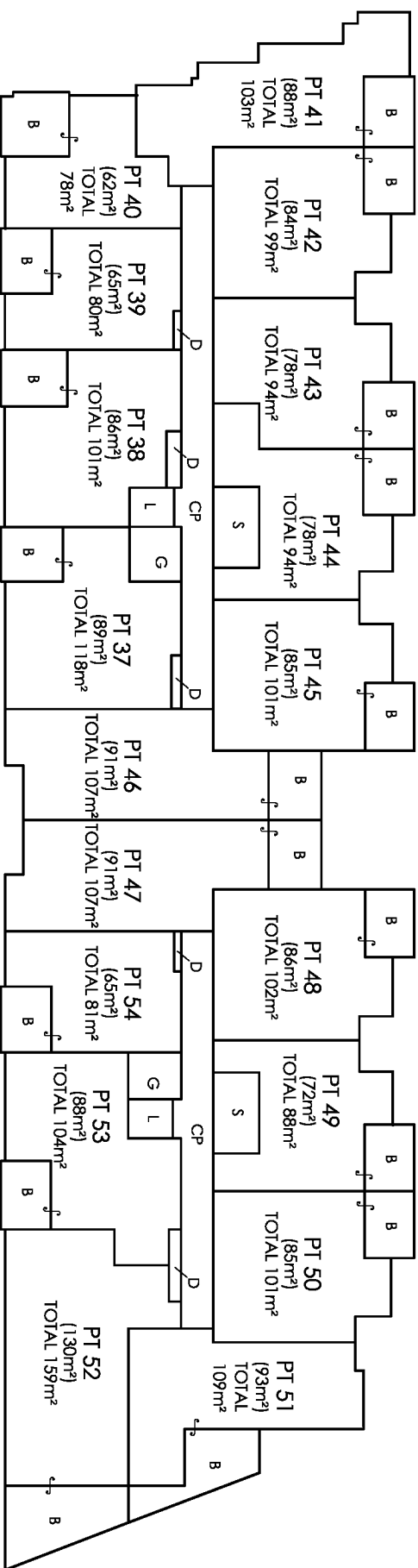
13/08/2019

**SP98453**

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm

**SECOND FLOOR SOUTH**



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS GROUND FLOOR LEVEL, EXCEPT WHERE COVERED WITHIN THIS LIMIT

AREAS ARE APPROXIMATE

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES (CP)
- G DENOTES GARBAGE ROOM (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

**SURVEYOR**  
 Name: **AARON FLUERY**  
 Date: **8 APRIL 2019**  
 Surveyor's Ref: **1282SP**

**PLAN OF SUBDIVISION OF LOT 80 IN DP1219410**

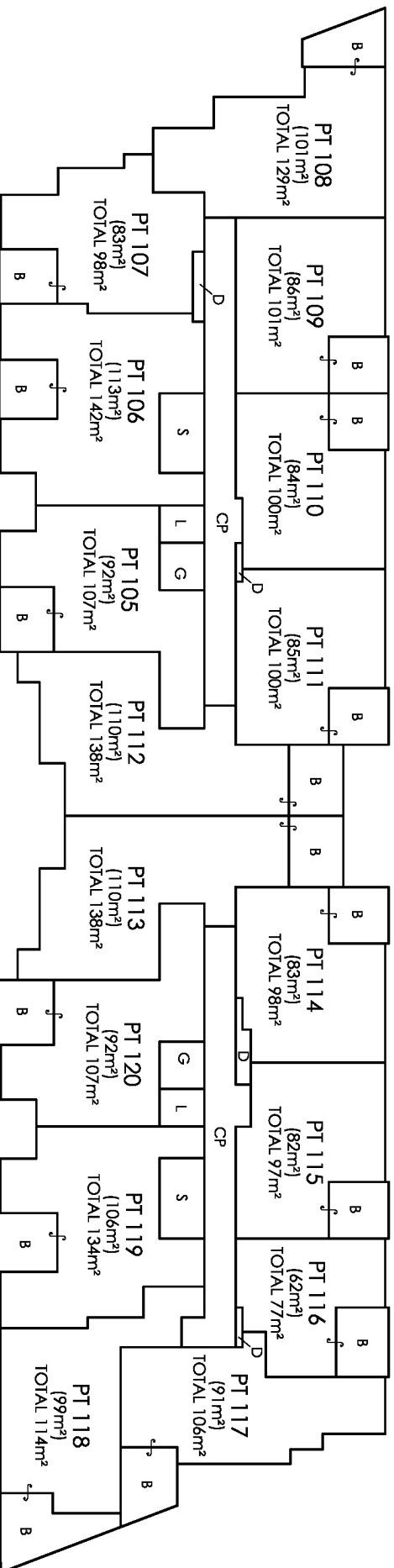
LGA: **BLACKTOWN**  
 Locality: **ROUSE HILL**  
 Reduction Ratio 1: **250**

Registered  
  
 13/08/2019

**SP98453**

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Table of mm															

**SECOND FLOOR NORTH**



THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNIT'S GROUND FLOOR LEVEL, EXCEPT WHERE COVERED WITHIN THIS LIMIT

AREAS ARE APPROXIMATE

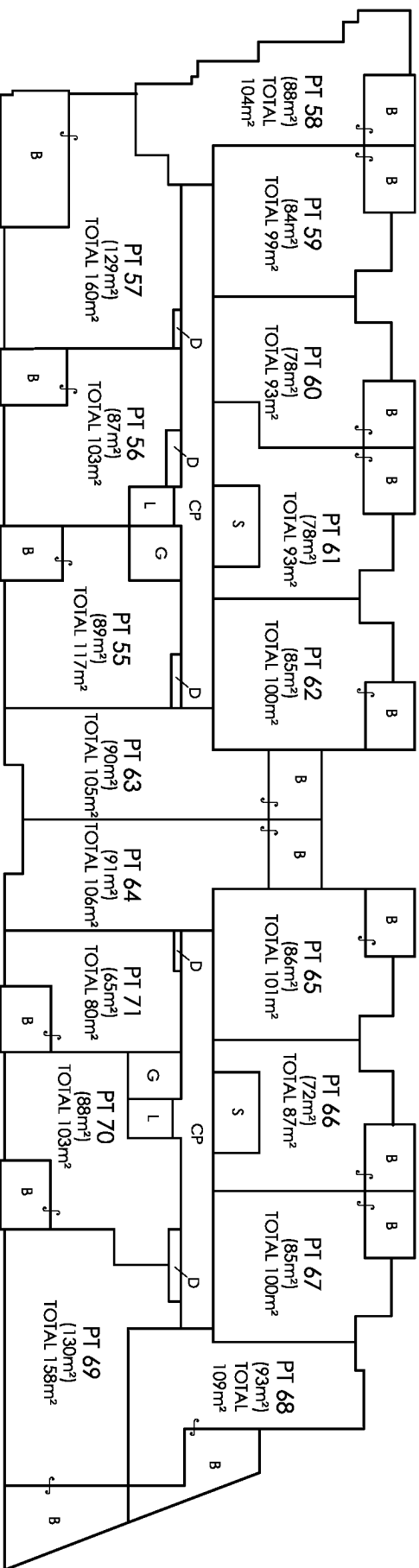
- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES (CP)
- G DENOTES GARBAGE ROOM (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

<p><b>SURVEYOR</b>                  Name: <b>AARON FLUERY</b>                  Date: <b>8 APRIL 2019</b>                  Surveyor's Ref: <b>1282SP</b></p>	<p><b>PLAN OF SUBDIVISION OF LOT 80 IN DP1219410</b></p>	<p>LGA: <b>BLACKTOWN</b>                  Locality: <b>ROUSE HILL</b>                  Reduction Ratio 1: <b>250</b></p>	<p>Registered                    13/08/2019</p>	<p><b>SP98453</b></p>
---	--	--	---	-----------------------

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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**THIRD FLOOR SOUTH**



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS'S GROUND FLOOR LEVEL, EXCEPT WHERE COVERED WITHIN THIS LIMIT

AREAS ARE APPROXIMATE

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES (CP)
- G DENOTES GARBAGE ROOM (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

**SURVEYOR**  
 Name: **AARON FLUERY**  
 Date: **8 APRIL 2019**  
 Surveyor's Ref: **1282SP**

**PLAN OF SUBDIVISION OF LOT 80 IN DP1219410**

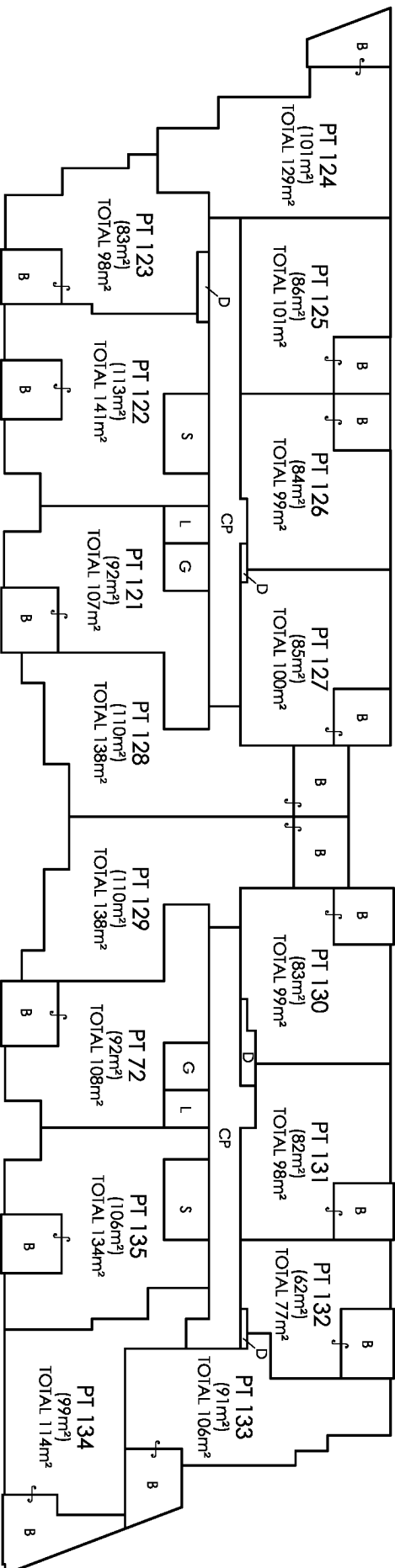
LGA: **BLACKTOWN**  
 Locality: **ROUSE HILL**  
 Reduction Ratio 1: **250**

Registered  
  
 13/08/2019

**SP98453**

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Table of mm															

**THIRD FLOOR NORTH**



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNIT'S GROUND FLOOR LEVEL, EXCEPT WHERE COVERED WITHIN THIS LIMIT  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES (CP)
- G DENOTES GARbage ROOM (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

**SURVEYOR**  
 Name: AARON FLUERY  
 Date: 8 APRIL 2019  
 Surveyor's Ref: 1282SP

**PLAN OF SUBDIVISION OF LOT 80 IN DP1219410**

LGA: BLACKTOWN  
 Locality: ROUSE HILL  
 Reduction Ratio 1: 250


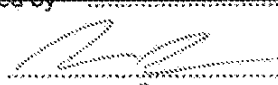

Registered



13/08/2019

**SP98453**

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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SP FORM 3.01	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of <sup>6</sup> <del>4</del> sheet(s)
Office Use Only	Office Use Only	
Registered:  13/08/2019	<b>SP98453</b> <span style="font-size: 2em; border: 1px solid black; border-radius: 50%; padding: 2px 5px;">E</span>	
<b>PLAN OF SUBDIVISION OF LOT 80 IN</b> <del>DP1238499</del> DP1219410	LGA: BLACKTOWN Locality: ROUSE HILL Parish: GIDLEY County: CUMBERLAND	
This is a <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme		
Address for Service of Documents 5 Adonis Avenue, Rouse Hill NSW 2155  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 <i>Strata Schemes Management Regulation 2016</i> )  * The strata by-laws lodged with the plan.	
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> I Aaron Fleury..... of Pinnacle Surveyors PO Box 112, Baulkham Hills NSW..... 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) <del>a public place</del> *(b) <del>land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del> .....  Signature:  Date: 8-6-19 Surveyor ID: 8770 Surveyor's Reference: 12825P  ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> I <u>GORDON WREN</u> ..... being an Accredited Certifier, accreditation number <u>B.P. 0447</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> .  <del>*(a) This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.  *(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 <del>section 63 <i>Strata Schemes Development Act 2015</i>.</del>  Certificate Reference: <u>SC 3357</u> Relevant Planning Approval No.: <u>CDC 1362</u> issued by: <u>GORDON WREN</u> Signature:  Date: <u>23 July 2019</u> ^ Insert lot numbers of proposed utility lots.	

\* Strike through if inapplicable

SP FORM 3.07

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 2 of <sup>6</sup>4 sheet(s)

Office Use Only

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Registered:

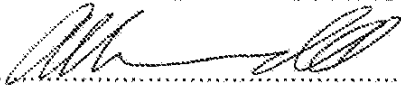


13/08/2019

**SP98453**

**VALUER'S CERTIFICATE**


I, Aaron Campbell 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:  Date: 17 July 2019

**SCHEDULE OF UNIT ENTITLEMENT**

Lot	UE	Lot	UE	Lot	UE	Lot	UE
1	77	36	58	71	59	106	73
2	75	37	76	72	74	107	81
3	59	38	72	73	74	108	77
4	58	39	58	74	73	109	77
5	76	40	57	75	82	110	77
6	74	41	76	76	78	111	86
7	74	42	74	77	78	112	86
8	58	43	68	78	78	113	76
9	74	44	68	79	78	114	76
10	76	45	74	80	88	115	60
11	76	46	77	81	77	116	73
12	74	47	77	82	77	117	74
13	57	48	74	83	60	118	85
14	73	49	64	84	74	119	73
15	74	50	76	85	74	120	74
16	85	51	76	86	74	121	86
17	76	52	85	87	73	122	74
18	59	53	75	88	72	123	86
19	74	54	59	89	84	124	76
20	70	55	76	90	72	125	77
21	56	56	72	91	80	126	77
22	56	57	85	92	76	127	87
23	73	58	76	93	76	128	87
24	73	59	77	94	76	129	77
25	67	60	69	95	84	130	76
26	67	61	69	96	84	131	62
27	73	62	75	97	75	132	73
28	76	63	78	98	75	133	74
29	76	64	78	99	59	134	85
30	73	65	76	100	76	135	74
31	63	66	67	101	74	Total: 10,000	
32	73	67	77	102	85		
33	73	68	76	103	72		
34	85	69	85	104	73		
35	73	70	76	105	85		

Surveyor's Reference: 1282SP

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of <sup>6</sup> sheet(s)
Office Use Only Registered:  13/08/2019	Office Use Only <b>SP98453</b>	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>• Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>		
Executed by <b>MAYRIN ONE PTY LTD</b> ACN <b>604 832 073</b> in accordance with Section 127(1) of the Corporations Act 2001		
On the <u>23</u> day of <u>July</u> 20 <u>19</u>		
<del>Director/Sole Director/Sole Secretary</del> ( <i>strike out as applicable</i> )		
<u>JING WANG</u>		
Full name ( <i>please print</i> )		
<u>王静</u>		
<del>Director/Sole Director/Sole Secretary</del> ( <i>strike out as applicable</i> )		
Full name ( <i>please print</i> )		
Surveyor's Reference: 1282SP		

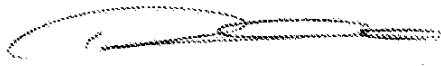
SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of <sup>6</sup> sheet(s)
Office Use Only		Office Use Only
Registered:	 13/08/2019	<b>SP98453</b>

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

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

Mortgagee:

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:



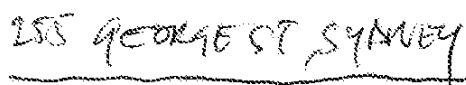
DANIEL MILLAR  
NAB Corporate Property NSW  
Associate Director  
ATTORNEY



SIGNATURE




NAME



ADDRESS

SP FORM 3.08 (Annexure)      **STRATA PLAN ADMINISTRATION SHEET**      Sheet 5 of 6 sheet(s)

Office Use Only

Registered:  13/08/2019

**SP98453**

Office Use Only

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

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

Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality
CP		5	ADONIS	AVENUE	ROUSE HILL
1	G17	5	ADONIS	AVENUE	ROUSE HILL
2	G18	5	ADONIS	AVENUE	ROUSE HILL
3	G19	5	ADONIS	AVENUE	ROUSE HILL
4	G20	5	ADONIS	AVENUE	ROUSE HILL
5	G21	5	ADONIS	AVENUE	ROUSE HILL
6	G22	5	ADONIS	AVENUE	ROUSE HILL
7	G23	5	ADONIS	AVENUE	ROUSE HILL
8	G24	5	ADONIS	AVENUE	ROUSE HILL
9	G25	5	ADONIS	AVENUE	ROUSE HILL
10	G26	5	ADONIS	AVENUE	ROUSE HILL
11	G27	5	ADONIS	AVENUE	ROUSE HILL
12	G28	5	ADONIS	AVENUE	ROUSE HILL
13	G29	5	ADONIS	AVENUE	ROUSE HILL
14	G30	5	ADONIS	AVENUE	ROUSE HILL
15	G31	5	ADONIS	AVENUE	ROUSE HILL
16	G32	5	ADONIS	AVENUE	ROUSE HILL
17	G33	5	ADONIS	AVENUE	ROUSE HILL
18	G34	5	ADONIS	AVENUE	ROUSE HILL
19	117	5	ADONIS	AVENUE	ROUSE HILL
20	118	5	ADONIS	AVENUE	ROUSE HILL
21	119	5	ADONIS	AVENUE	ROUSE HILL
22	120	5	ADONIS	AVENUE	ROUSE HILL
23	121	5	ADONIS	AVENUE	ROUSE HILL
24	122	5	ADONIS	AVENUE	ROUSE HILL
25	123	5	ADONIS	AVENUE	ROUSE HILL
26	124	5	ADONIS	AVENUE	ROUSE HILL
27	125	5	ADONIS	AVENUE	ROUSE HILL
28	126	5	ADONIS	AVENUE	ROUSE HILL
29	127	5	ADONIS	AVENUE	ROUSE HILL
30	128	5	ADONIS	AVENUE	ROUSE HILL
31	129	5	ADONIS	AVENUE	ROUSE HILL
32	130	5	ADONIS	AVENUE	ROUSE HILL
33	131	5	ADONIS	AVENUE	ROUSE HILL
34	132	5	ADONIS	AVENUE	ROUSE HILL
35	133	5	ADONIS	AVENUE	ROUSE HILL
36	134	5	ADONIS	AVENUE	ROUSE HILL
37	217	5	ADONIS	AVENUE	ROUSE HILL
38	218	5	ADONIS	AVENUE	ROUSE HILL
39	219	5	ADONIS	AVENUE	ROUSE HILL
40	220	5	ADONIS	AVENUE	ROUSE HILL
41	221	5	ADONIS	AVENUE	ROUSE HILL
42	222	5	ADONIS	AVENUE	ROUSE HILL
43	223	5	ADONIS	AVENUE	ROUSE HILL
44	224	5	ADONIS	AVENUE	ROUSE HILL
45	225	5	ADONIS	AVENUE	ROUSE HILL
46	226	5	ADONIS	AVENUE	ROUSE HILL
47	227	5	ADONIS	AVENUE	ROUSE HILL
48	228	5	ADONIS	AVENUE	ROUSE HILL
49	229	5	ADONIS	AVENUE	ROUSE HILL
50	230	5	ADONIS	AVENUE	ROUSE HILL
51	231	5	ADONIS	AVENUE	ROUSE HILL
52	232	5	ADONIS	AVENUE	ROUSE HILL
53	233	5	ADONIS	AVENUE	ROUSE HILL
54	234	5	ADONIS	AVENUE	ROUSE HILL
55	317	5	ADONIS	AVENUE	ROUSE HILL
56	318	5	ADONIS	AVENUE	ROUSE HILL
57	319	5	ADONIS	AVENUE	ROUSE HILL
58	320	5	ADONIS	AVENUE	ROUSE HILL
59	321	5	ADONIS	AVENUE	ROUSE HILL
60	322	5	ADONIS	AVENUE	ROUSE HILL
61	323	5	ADONIS	AVENUE	ROUSE HILL
62	324	5	ADONIS	AVENUE	ROUSE HILL
63	325	5	ADONIS	AVENUE	ROUSE HILL
64	326	5	ADONIS	AVENUE	ROUSE HILL
65	327	5	ADONIS	AVENUE	ROUSE HILL
66	328	5	ADONIS	AVENUE	ROUSE HILL
67	329	5	ADONIS	AVENUE	ROUSE HILL

Surveyor's Reference: 1282SP

17.9.2019  
SHEET 5 ADDED VIDE 2019-1206



SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 6 of 6 sheet(s)
Registered:  13/08/2019	<b>SP98453</b>	

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


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

Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality
68	330	5	ADONIS	AVENUE	ROUSE HILL
69	331	5	ADONIS	AVENUE	ROUSE HILL
70	332	5	ADONIS	AVENUE	ROUSE HILL
71	333	5	ADONIS	AVENUE	ROUSE HILL
72	316	5	ADONIS	AVENUE	ROUSE HILL
73	G01	5	ADONIS	AVENUE	ROUSE HILL
74	G02	5	ADONIS	AVENUE	ROUSE HILL
75	G03	5	ADONIS	AVENUE	ROUSE HILL
76	G04	5	ADONIS	AVENUE	ROUSE HILL
77	G05	5	ADONIS	AVENUE	ROUSE HILL
78	G06	5	ADONIS	AVENUE	ROUSE HILL
79	G07	5	ADONIS	AVENUE	ROUSE HILL
80	G08	5	ADONIS	AVENUE	ROUSE HILL
81	G09	5	ADONIS	AVENUE	ROUSE HILL
82	G10	5	ADONIS	AVENUE	ROUSE HILL
83	G11	5	ADONIS	AVENUE	ROUSE HILL
84	G12	5	ADONIS	AVENUE	ROUSE HILL
85	G13	5	ADONIS	AVENUE	ROUSE HILL
86	G14	5	ADONIS	AVENUE	ROUSE HILL
87	G15	5	ADONIS	AVENUE	ROUSE HILL
88	G16	5	ADONIS	AVENUE	ROUSE HILL
89	101	5	ADONIS	AVENUE	ROUSE HILL
90	102	5	ADONIS	AVENUE	ROUSE HILL
91	103	5	ADONIS	AVENUE	ROUSE HILL
92	104	5	ADONIS	AVENUE	ROUSE HILL
93	105	5	ADONIS	AVENUE	ROUSE HILL
94	106	5	ADONIS	AVENUE	ROUSE HILL
95	107	5	ADONIS	AVENUE	ROUSE HILL
96	108	5	ADONIS	AVENUE	ROUSE HILL
97	109	5	ADONIS	AVENUE	ROUSE HILL
98	110	5	ADONIS	AVENUE	ROUSE HILL
99	111	5	ADONIS	AVENUE	ROUSE HILL
100	112	5	ADONIS	AVENUE	ROUSE HILL
101	113	5	ADONIS	AVENUE	ROUSE HILL
102	114	5	ADONIS	AVENUE	ROUSE HILL
103	115	5	ADONIS	AVENUE	ROUSE HILL
104	116	5	ADONIS	AVENUE	ROUSE HILL
105	201	5	ADONIS	AVENUE	ROUSE HILL
106	202	5	ADONIS	AVENUE	ROUSE HILL
107	203	5	ADONIS	AVENUE	ROUSE HILL
108	204	5	ADONIS	AVENUE	ROUSE HILL
109	205	5	ADONIS	AVENUE	ROUSE HILL
110	206	5	ADONIS	AVENUE	ROUSE HILL
111	207	5	ADONIS	AVENUE	ROUSE HILL
112	208	5	ADONIS	AVENUE	ROUSE HILL
113	209	5	ADONIS	AVENUE	ROUSE HILL
114	210	5	ADONIS	AVENUE	ROUSE HILL
115	211	5	ADONIS	AVENUE	ROUSE HILL
116	212	5	ADONIS	AVENUE	ROUSE HILL
117	213	5	ADONIS	AVENUE	ROUSE HILL
118	214	5	ADONIS	AVENUE	ROUSE HILL
119	215	5	ADONIS	AVENUE	ROUSE HILL
120	216	5	ADONIS	AVENUE	ROUSE HILL
121	301	5	ADONIS	AVENUE	ROUSE HILL
122	302	5	ADONIS	AVENUE	ROUSE HILL
123	303	5	ADONIS	AVENUE	ROUSE HILL
124	304	5	ADONIS	AVENUE	ROUSE HILL
125	305	5	ADONIS	AVENUE	ROUSE HILL
126	306	5	ADONIS	AVENUE	ROUSE HILL
127	307	5	ADONIS	AVENUE	ROUSE HILL
128	308	5	ADONIS	AVENUE	ROUSE HILL
129	309	5	ADONIS	AVENUE	ROUSE HILL
130	310	5	ADONIS	AVENUE	ROUSE HILL
131	311	5	ADONIS	AVENUE	ROUSE HILL
132	312	5	ADONIS	AVENUE	ROUSE HILL
133	313	5	ADONIS	AVENUE	ROUSE HILL
134	314	5	ADONIS	AVENUE	ROUSE HILL
135	315	5	ADONIS	AVENUE	ROUSE HILL

Surveyor's Reference: 1282SP

17.9.2019  
SHEET 6 ADDED VIDE 2019-1206



Approved Form 7	Strata Plan By-Laws	(Sheet 1 of 34 sheets) 33
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

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


**Strata By-laws for "Verset", 5 Adonis Avenue, Rouse Hill**

**CONTENTS**

By-Law 1.	Definitions and interpretation clause	2
By-Law 2.	Noise	6
By-Law 3.	Vehicles	7
By-Law 4.	Obstruction of Common Property	8
By-Law 5.	Damage to lawns and plans on Common Property	8
By-Law 6.	Damage to Common Property	8
By-Law 7.	Behavior of Owners and Occupiers	9
By-Law 8.	Children playing on Common Property	9
By-Law 9.	Behavior of invitees	10
By-Law 10.	Depositing rubbish and other material on Common Property	10
By-Law 11.	Smoke penetration	10
By-Law 12.	Cleaning windows and doors	10
By-Law 13.	Storage of inflammable liquids and other substances and materials	11
By-Law 14.	Moving furniture and other objects on or through Common Property	11
By-Law 15.	Floor coverings	11
By-Law 16.	Garbage disposal and Bulk Store Room	11
By-Law 17.	Keeping of animals	14
By-Law 18.	Appearance of Lot	15
By-Law 19.	Notice-board	17
By-Law 20.	Change in use of Lot to be notified	17
By-Law 21.	Recreation Facilities	18
By-Law 22.	Rights to enter the Lot	20
By-Law 23.	Carrying out Building Works	20
By-Law 24.	Common Property	22
By-Law 25.	Security at the Strata Scheme	23
By-Law 26.	Bicycle Storage Areas	25

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 2 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

By-Law 27	Car Wash Bay	26
By-Law 28	Illegal use	27
By-Law 29	Rules	29
By-Law 30	Failure to comply with By-laws	29
By-Law 31	Notices by email	30

## 1. Definitions and interpretation clauses

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### 1.1 Definitions

<b>Act</b>	means the <i>Strata Schemes Management Act 2015</i> .
<b>Air Conditioning Unit</b>	means the air conditioning unit and all fixtures and fittings in relation to the air conditioning unit for use by an Owner and Occupier of a Lot.
<b>Annual Fire Safety Certificate</b>	means the annual fire safety certificate in relation to the Building in accordance with the <i>Environmental Planning and Assessment Act 1979 (NSW)</i> .
<b>Bicycle Storage Area</b>	means that area in the basement level 1 in the Building and shown as "Bike Spaces" on the Strata Plan.
<b>BBQ</b>	means the barbeque and facilities on the ground floor between the Building and shown as "BBQ" on the Strata Plan.
<b>Build Cost</b>	means the cost to undertake and complete the Building Works.

---

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 3 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	SP98453

**Building** means the building and the Land which is the subject of the Strata Plan.

**Bulky Storage Room** means that area nominated in the upper basement of the Building for the purpose of the short storage of bulky goods for removal and shown as "Bulky Goods" on the Strata Plan.

**Building Works** means works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceilings enclosing the Lot. Common Property walls include windows and doors in those walls;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (eg. a wall dividing two rooms in the Lot);
- (d) Common Property services; or
- (e) services in the Strata Scheme whether or not they are for the exclusive use of the Lot.


Building Works exclude minor fit out works inside a Lot and works or alterations to the interior of Common Property walls in the Lot (eg hanging pictures or attaching items to those walls).

**Business Days** means a day being Monday to Friday not being a public holiday or bank holiday in New South Wales.

---

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.


Approved Form 7	Strata Plan By-Laws	(Sheet 4 of 34 sheets) §§
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

- By-laws** means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time.
- Car Parking Management Plan** means the car parking management plan prepared in accordance with development approval condition 10.20.2 in the Development Consent
- Common Property** means the common property comprised in the Strata Plan.
- Cost** means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
- Council** means Blacktown City Council
- Development Act** means the *Strata Schemes Development Act 2015*.
- Development Consent** means development consent JRPP-14-01915 (as amended from time to time)
- Emergency Evacuation Plan** means the emergency evacuation plan prepared in accordance with development approval condition 10.12.1 in the Development Consent
- Garbage Room** means that area in the basement of the Building nominated as the shared Garbage Room for the Lots.
- Government** means any government or any governmental or semi-governmental administrative, fiscal or judicial body,

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 5 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

**Agency** department, commission, authority, tribunal, agency or entity or state owned corporation.

**Graffiti Management Plan** means the graffiti management plan prepared in accordance with development approval condition 10.10.1 in the Development Consent.

**Land** means 5 Adonis Avenue, Rouse Hill contained in certificate of title folio identifier 205/660230 (as subdivided).

**Lot** means a Lot in the Strata Plan.

**Management Plans** means the following plans:

- (a) the Car Parking Management Plan;
- (b) the Emergency Evacuation Plan;
- (c) the Graffiti Management Plan;
- (d) the Total Maintenance Plan;
- (e) the Total Security Management Plan; and
- (f) the Waste Management Plan.


**Occupier** means any lessee, sub lessee, licensee, sub licensee, occupier or mortgagee in possession of a Lot in the Strata Plan.

**Owner** means the Owner for the time being of any Lot in the Strata Plan.

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Approved Form 7	Strata Plan By-Laws	(Sheet 6 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

- Owners Corporation** means the Owners corporation constituted upon registration of the Strata Plan.
- Recreation Facilities** means the tables and chairs in the bbq area and tables and chairs between two buildings in the Strata Scheme.
- Restricted Area** means ground level entry lobbies or corridors, external walkways or the public corridors on levels 1 to 3 of the Building.
- Restricted Area Log** means a monthly log to demonstrate that the Owners Corporation has undertaken a visual inspection of the Restricted Area to ensure that the Restricted Area is free from combustible materials. Such log to contain the date, name and signature of person responsible for the inspection of the Restricted Area.
- Security Deposit** means an amount nominated by the Owners Corporation from time to time.
- Security Keys** means the keys, magnetic card or other device or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.
- Strata Committee** means the strata committee appointed by the Owners Corporation.
- Strata Manager** means the manager of the Strata Scheme appointed by the Owners Corporation from time to time.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 7 of 34 sheets) 33
Registered:	Office Use Only 13/08/2019	Office Use Only <b>SP98453</b>

**Strata Plan** means strata plan

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

**Total Maintenance Plan** means the total maintenance plan prepared in accordance with development approval condition 10.11.1 in the Development Consent.

**Total Security Plan** means the total security plan prepared in accordance with development approval condition 10.13.1 in the Development Consent.

**Waste Management Plan** means the waste management plan prepared in accordance with ~~Annexure A~~ *Annexure A Elephant Foot Recycling Solutions dated 7 June 2016.*

*27/7/19*

## 1.2 Interpretation


In these By-laws, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the By-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Agency;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;

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Approved Form 7	Strata Plan By-Laws	(Sheet 8 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

## 2. Noise


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- 2.1 An Owner or Occupier of a Lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.
- 2.2 An Owner or Occupier of a Lot must comply with the following operational restrictions:
  - (a) amplified music is not permitted outside the hours of 9.00am to 6.00pm unless all windows and doors are closed in order to protect the quiet enjoyment of other Owners and Occupiers of the Building;
  - (b) no external speakers shall be erected or placed on a the Lot or Common Property or live bands permitted to perform on the Common Property without the written consent of the Owners Corporation and Council;
  - (c) the use of the Lot must not cause the emission of "offensive noise" as defined in the *Protection of the Environment Operations Act 1997*; and
  - (d) the operation of any plant or machinery on, in or about the Lot must not cause:
    - (i) the emission of noise that exceeds the background noise level by more than 5dBA when measured at the most affected noise sensitive location in the vicinity of the Lot. Modifying factor corrections must be applied for tonal, impulsive, low frequency or intermittent noise in accordance with the New South Wales Industrial Noise Policy (EPA, 2000);

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Approved Form 7	Strata Plan By-Laws	(Sheet 9 of 34 sheets) 33
Registered:  13/08/2019	Office Use Only	Office Use Only <b>SP98453</b>

- (ii) an internal noise level of any adjoining occupancy that exceeds the recommended design sound levels specified in the Australian/New Zealand Standard AA/NZS 2107:2000 Acoustics - Recommended design sound levels and reverberation times for building interiors;
- (iii) the transmission of vibration to any place of different occupancy.

### 3. Vehicles and Car Parking Management Plan

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#### 3.1 Parking on Common Property prohibited

- (a) An Owner or Occupier of a Lot must not and must not permit their visitors to park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation.
- (b) An Owner and Occupier must provide to the Owners Corporation registration plate details of all vehicles parked in the Building on request by the Owners Corporation.
- (c) The Owners Corporation may collect information relating to and keep a register of the registration plate details of vehicles parked in the Building.


#### 3.2 Visitors parking

- (a) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors.
- (b) An Owner or Occupier must ensure that their visitors do not park or stand their motor vehicle or other vehicle in any parking spaces designated for use by visitors for any cumulative period exceeding 24 hours per week.
- (c) The Owners Corporation may restrict access to visitors parking spaces by any means it deems appropriate for the purpose of regulating and enforcing the restrictions in accordance with bylaws 3.2(a) and 3.2(b).

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Approved Form 7	Strata Plan By-Laws	(Sheet 10 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

### 3.3 Car Parking Management Plan

An Owner and Occupier must comply with the Car Parking Management Plan.

## 4. Obstruction of Common Property

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4.1 An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person.

4.2 An Owner or Occupier must not place any items or otherwise use the area on the ground floor entry lobbies, corridors, external walkways and the public corridors on levels 1 to 3 for storage purposes (whether temporarily or permanently).

## 5. Damage to lawns and plants on Common Property

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An Owner or Occupier of a Lot must not:

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

## 6. Damage to Common Property

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6.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.


6.2 An approval given by the Owners Corporation under By-law 6.1 cannot authorise any additions to the Common Property.

6.3 An Owner or Occupier must not install any security screen doors between the lobby and the Lot.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Approved Form 7	Strata Plan By-Laws	(Sheet 11 of 34 sheets) 33
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

- 6.4 Subject to By-Law 6.3, this By-law does not prevent an Owner or person authorised by an Owner from installing a security door on any balcony door.
- 6.5 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.
- 6.6 The Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 6.3 that forms part of the Common Property and that services the Lot.

## 7. Behaviour of Owners and Occupiers

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An Owner or Occupier of a Lot when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

## 8. Children playing on Common Property


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- 8.1 Any child for whom an Owner or Occupier of a Lot is responsible may, while under the supervision of an adult, play on any area of the Common Property that is designated by the Owners Corporation as an area in which children may play.
- 8.2 An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area, lift, Recreation Facilities, Shared Facilities or other area of possible danger or hazard to children.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Approved Form 7	Strata Plan By-Laws	(Sheet 12 of 34 sheets) 33
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

## 9. Behaviour of invitees

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

## 10. Depositing rubbish and other material on Common Property

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- 10.1 An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- 10.2 An Owner or Occupier must not locate or store (whether temporarily or permanently) combustible materials in the Restricted Area
- 10.3 The Owners Corporation must maintain the Restricted Area Log.

## 11. Smoke penetration


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- 11.1 An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance (including e smokes) 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.
- 11.2 An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.

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Approved Form 7	Strata Plan By-Laws	(Sheet 13 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

## 12. Cleaning windows and doors

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- 12.1 Except in accordance with by-law 12.2, an Owner or Occupier of a Lot must keep clean all interior surfaces of glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.
- 12.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

## 13. Storage of inflammable liquids and other substances and materials


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- 13.1 An Owner or Occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- 13.2 This By-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Approved Form 7	Strata Plan By-Laws	(Sheet 14 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

#### 14. Moving furniture and other objects on or through Common Property

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- 14.1 An Owner or Occupier of a Lot must not transport any furniture or large object through or on Common Property within the Building unless sufficient notice has first been given to the Strata Committee so as to enable the Strata Committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

#### 15. Floor coverings

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- 15.1 An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- 15.2 This By-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### 16. Garbage disposal and Bulk Store Room


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- 16.1 An Owner or Occupier has the special privilege of using the Garbage Room and the Bulk Store Room on the terms of this bylaw.
- 16.2 An Owner or Occupier of a Lot must:
- (a) ensure that the full refuse, recyclable material or waste are placed in the receptacles and in the case of refuse (securely wrapped, or in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
  - (b) must promptly remove anything which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Approved Form 7	Strata Plan By-Laws	(Sheet 15 of 34 sheets) 33
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

- 16.3 The Owner and Occupier of a Lot may only use the Bulk Storage Room for the purpose of large size items such as televisions, beds and the like. No waste or general garbage is to be left in the Bulk Storage Room. The Owner and Occupier of a Lot must transfer their goods into the Bulk Storage Room.
- 16.4 The Owners Corporation may provide shared receptacles for refuse, waste, garbage and/or recyclable material (**Waste**) which will be located on the Common Property. The Owners Corporation may enter into service contracts with commercial garbage collectors for the removal of Waste.
- 16.5 Subject to By-law 16.6, an Owner or Occupier of a Lot:
- (a) is responsible for transporting Waste from their Lot to the shared waste receptacles situated on the Common Property;
  - (b) must ensure that Waste is not placed in the receptacles so as to cause any damage or mess or be a hazard, danger or obstruction to any person;
  - (c) must ensure that any recycling is separated and prepared in accordance with the applicable recycling guidelines; and
  - (d) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which the thing was spilled.
- 16.6 An Owner or Occupier of a Lot must:
- (a) comply with Council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and
  - (b) notify the Council of any loss of, or damage to, receptacles provided by the Council for garbage, recyclable material or waste.
- 16.7 The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- 16.8 The Owners Corporation must engage a private contractor to provide for the collection of Waste and provide the contact details of the private contractor to the Council.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Approved Form 7	Strata Plan By-Laws	(Sheet 16 of 34 sheets) 33
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

- 16.9 The Owners Corporation must ensure all Waste receptacles are transferred to a nominated collection point on the Common Property.
- 16.10 Nothing in this By-law 16 will operate to require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- 16.11 No materials, waste matter or products are to be stored outside the Garbage Room or the Bulk Storage Room (as the case may be).

## 17. Keeping of animals


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- 17.1 An Owner or Occupier of a Lot may keep on the Lot or the Common Property with the written approval of the Owners Corporation:
- (a) two dogs up to a combined weight of 20kgs and provided the dogs are desexed
  - (b) two cats up to a combined weight of 20kgs and provided the cats are desexed; or
  - (c) a cat and a dog up to a combined weight of 20kg and provided the cat and dog are desexed.
- 17.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of animals on a Lot or the Common Property in accordance with By-law 17.1.
- 17.3 An Owner or Occupier of a Lot may keep on the Lot or the Common Property without the written approval of the Owners Corporation:
- (a) fish in an enclosed aquarium; and
  - (b) 1 small cage bird.
- 17.4 If an Owner or Occupier of a Lot keeps animals on the Lot, the Owner or Occupier must:
- (a) keep the animals within the Lot; and

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Approved Form 7	Strata Plan By-Laws	(Sheet 17 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

- (b) supervise the animals when they are on the Common Property;
- (c) carry the animals when on internal areas of the Common Property including the lifts;
- (d) minimise any interference (including noise) to an Owner or Occupier of a Lot; and
- (e) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animals.

17.5 An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

17.6 If an Owner or Occupier does not comply with this by-law, the Owners Corporation may request the immediate removal of the animal(s) and if the animals have caused any damage or destruction to any part of the Building, rectify such damage or destruction at the Cost of the Owner.

## 18. Appearance of Lot

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18.1 The Owner or Occupier of the Lot may install internal curtains, blinds, louvers, shutters or other window and door treatments on or in the Lot provided they have an appearance from outside the Lot which is white.

### 18.2 Sun shades

The Owner or Occupier of the Lot must have consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in the Lot or on Common Property.


### 18.3 Security devices, screens and doors

The Owner or Occupier of the Lot must obtain all necessary consents from the Owners Corporation before the security device, screen or door is installed.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Approved Form 7	Strata Plan By-Laws	(Sheet 18 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

#### 18.4 Planters

- (a) If planters have been constructed on your Lot on registration of the Strata Plan, then this clause 18.4 applies.
- (b) If the planters include an underground irrigation system, an Owner and Occupier is not permitted to remove the planters or any part of the irrigation system without the consent of the Owners Corporation. An Owner and Occupier is not permitted to alter, modify, remove or add any plants in the planters.
- (c) The Owners Corporation is responsible for the repair and maintenance of the underground irrigation system. An Owner and Occupier must grant to the Owners Corporation a right to access the Lot to repair and maintenance the underground irrigation system.
- (d) The Owners and Occupiers are responsible to maintain the planters located on the Lot.
- (e) An Owner and Occupier must permit the Owners Corporation access to the Lot so that the Owners Corporation may comply with by-law 18.4(d).

#### 18.5 Hanging of washing and other items

An Owner and Occupier must not hang any washing, bedding, towels, swimwear, wetsuits or other articles of a similar nature on any part of the Building including from the balcony of a Lot.

#### 18.6 Advertising, selling and leasing activities

An Owner and Occupier must not erect or display any advertising signs, materials or other items from the Lot or the Common Property


#### 18.7 Maintain, repair and replace

The Owner and Occupier of the Lot must maintain, repair and replace all fixtures, fittings, chattels and the like in the Lot.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Approved Form 7	Strata Plan By-Laws	(Sheet 19 of 34 sheets) 33
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

## 19. Notice-board

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An Owners Corporation must cause a notice-board to be affixed to some part of the Common Property.

## 20. Change in use of Lot to be notified

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- 20.1 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 or Building (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).

## 21. Recreation Facilities


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- 21.1 The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) in relation to the Recreation Facilities.
- 21.2 The Owners Corporation may at any time amend or substitute rules made by the Owners Corporation in relation to the use of the Recreation Facilities (acting reasonably).
- 21.3 Subject to the Act, rules made by the Owners Corporation under this By-law 21 may not be the subject of any expert determination or an appeal by any Owner or Occupier.
- 21.4 Subject to By-law 21.5, the Recreation Facilities may only be used during the hours of 11.00am to 8.00pm seven days a week.
- 21.5 Owners and Occupiers may only operate the BBQ during the hours of 9.00am and 9.00pm or during other hours approved by the Owners Corporation.
- 21.6 An Owner and Occupier entitled to use the Recreation Facilities must (and must ensure that any invitees does):

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 20 of 34 sheets) 33
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

- (a) subject to By-Law 21.5, not use the Recreation Facilities and the surrounds other than between the hours set out in By-law 21.4;
- (b) ensure that any guest does not use the Recreation Facilities or its immediately surrounds unless accompanied by an Owner or Occupier;
- (c) ensure that children under 15 years of age are not in or around the Recreation Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (d) exercise caution at all times and not behave in a manner that is likely to interfere with the use of the Recreation Facilities by other persons;
- (e) not adjust, modify, replace or remove any equipment associated with the Recreation Facilities;
- (f) promptly notify the building manager of any damaged or malfunctioning Recreation Facilities;
- (g) at all times be adequately clothed so as not to be likely to offend any other persons using the Recreation Facilities or the immediate surrounds and whilst travelling through the Building to and from the Recreation Facilities this includes but not limited no sunbathing in the Recreation Facilities;
- (h) must not engage in any hazardous activities;
- (i) not make create odours, smoke or excessive noise which interferes with the quiet enjoyment of an Owner or Occupier.


21.7 All Owners and Occupiers entitled to use the Recreation Facilities, following their use of the Recreation Facilities must:

- (a) dispose of any rubbish;
- (b) clean any surfaces requiring cleaning as a consequence of Owners or Occupier's use of the Recreation Facilities;
- (c) rectify any damage or destruction of the Recreation Facilities caused or contributed to by an Owner, Occupier, their invitees and any trespassers as a result of the Owner and Occupier; and

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Approved Form 7	Strata Plan By-Laws	(Sheet 21 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

(d) otherwise leave the Recreation Facilities in a good state of repair.

- 21.8 If an Owner or Occupier does not comply by By-law 21.6, the Owners Corporation can do so and charge the Owner or Occupier reasonable fee for doing so.
- 21.9 The Recreation Facilities may be unavailable for use for periods of time for repair and maintenance.
- 21.10 If an Owner or Occupier wishes to host a party, gathering or meeting on the Recreation Facilities, the Owner and Occupier must obtain the prior written consent of the Owners Corporation. The Owners Corporation may grant consent to the party, gathering or meeting on the Recreation Facilities on such terms and conditions as the Owners Corporation determines (acting reasonably) which may include the Owner or Occupier providing a security bond for an amount determined by the Owners Corporation. If the Owners Corporation requests a security bond, By-Law 21.10 will apply.
- 21.11 The Owner must give to the Owners Corporation the security deposit before the commencement of any party, gathering or meeting on the Recreation Facilities. Subject to the Owner and Occupier complying with its obligations under this By-Law 21, the Owners Corporation must release the security deposit within fifteen (15) Business Days from the date of the ending of the party, gathering or meeting.

## 22. Rights to enter the Lot

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### 22.1 Rights of the Owners Corporation to enter the Lot

In addition to its rights under this by-law the Owners Corporation has the right to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Act.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Approved Form 7	Strata Plan By-Laws	(Sheet 22 of 34 sheets) 33
Registered:  13/08/2019	Office Use Only	Office Use Only <b>SP98453</b>

## 23. Carrying out Building Works

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### 23.1 When do you need consent?

Subject to this by-law 23, the Owner or Occupier of the Lot must have consent from the Owners Corporation to carry out Building Works.

### 23.2 Procedures before you carry out Building Works

Before carrying out Building Works, the Owner or Occupier of the Lot must:

- (a) obtain necessary consents from the Owners Corporation and any relevant Government Agency; and
- (b) find out where service lines and pipes are located; and
- (c) obtain consent from the Owners Corporation if the Owner or Occupier of a Lot proposes to interfere with or interrupt services;
- (d) comply with by-law 23.5(a); and
- (e) if the Owner or Occupier of a Lot does not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what the Owner or Occupier of a Lot proposes to do. The Owner or Occupier of the Lot must give the notice at least 14 days before the Building Works are started.

### 23.3 Procedures when you carry out Building Works


If an Owner or Occupier of a Lot carries out Building Works, the Owner or Occupier of the Lot must:

- (a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and

---

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 23 of <del>34</del> sheets) 33
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

- (c) repair any damage the Owner or Occupier of the Lot (or persons carrying out the Building Works on their behalf) caused to Common Property or the property of another Owner or Occupier.

#### 23.4 Making arrangements with the Owners Corporation

Before the Owner or Occupier of the Lot carries out Building Works (including Building Works for which the consent of the Owners Corporation is not required), the Owner or Occupier must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Strata Scheme for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner or Occupier of a Lot must access the Strata Scheme; 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 Strata Scheme.


#### 23.5 Security deposit

- (a) The Owner must give to the Owners Corporation the Security Deposit before the Owner commences the Building Works.
- (b) The Owners Corporation may, without notice to the Owner, recover from the Security Deposit any Cost incurred or loss suffered by the Owners Corporation if the Owner breaches this bylaw.
- (c) The Owner may either replace the Security Deposit or the proportion of the Security Deposit recovered by the Owners Corporation in accordance with by-law 23.5(b) within 5 Business Days of receiving notice from the Owners Corporation to do so.
- (d) The Owner acknowledges that the Owners Corporation is not required to invest the Security Deposit and no interest will be earned on the Security Deposit.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 24 of 34 sheets) 33
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

- (e) Subject to there being no breach of the bylaw by the Owner, the Owners Corporation must release the Security Deposit within fifteen (15) Business Days from the date the Owners Corporation inspects the Building Works and the Owners Corporation determines (acting reasonably) that the Owner has satisfied these bylaws.

## 24. Common Property

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### 24.1 Easements

Where some items of Common Property are burdened by easements, the Owner or Occupier of the Lot and the Owners Corporation:

- (a) must comply with their obligations under those easements; and
- (b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

### 24.2 What are your obligations?

Subject to the By-laws, the Owner or Occupier of the Lot must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if the Owner or Occupier of a Lot knows about damage or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by an Owner or Occupier of a Lot, their visitors or persons doing work or carrying out Building Works on the Strata Scheme on their behalf.


### 24.3 When will you need consent from the Owners Corporation?

Subject to the By-laws the Owner or Occupier of a Lot must have consent from the Owners Corporation to:

---

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 25 of 34 sheets) 33
Registered:  13/08/2019	Office Use Only	Office Use Only <b>SP98453</b>

- (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 and Common Property equipment.

## 25. Security at the Strata Scheme

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### 25.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into the Strata Scheme and prevent fire and other hazards.

### 25.2 Installation of security equipment

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 Strata Scheme.

### 25.3 Restricting access to common property


Subject to this By-law 25, the Owners Corporation has the power to:

- (a) construct, maintain and repair swing gate to the basement and restrict access by way of a Security Key;
- (b) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (c) restrict by Security Key access to levels in the Strata Scheme where an Owner or Occupier of a Lot does not own or occupy a Lot or have access to according to an exclusive use By-law;
- (d) charge you a fee or bond if an Owner or Occupier of a Lot requests additional or replacement Security Keys; and

---

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 26 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

(e) allow security personnel employed or contracted by the Owners Corporation to use part of Common Property to operate or monitor security of the Strata Scheme and the Building.

25.4 Providing Owners and Occupiers with Security Keys

If the Owners Corporation exercises its rights under By-law 25.3, it may provide the Owner or Occupier of a Lot with a Security Key for the relevant part of Common Property.

25.5 Managing the Security Key system for common property

The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property; and
- (b) require an Owner or Occupier of a Lot to promptly return Security Keys it issues to them to the Owners Corporation to be re-coded.

25.6 What are your obligations?

- (a) In regard to Security Keys issued by the Owners Corporation according to this By-law 25, the Owner or Occupier of a Lot must:
  - (i) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
  - (ii) take all reasonable steps not to lose Security Keys;
  - (iii) immediately notify the Owners Corporation if you lose a Security Key; and
  - (iv) return Security Keys to the Owners Corporation if the Owner or Occupier of a Lot does not need them or if they are no longer an Owner or Occupier.


25.7 Closing doors

The Owner or Occupier of a Lot must take reasonable care to make sure that fire and security doors in the building are locked or closed when they are not being used.

---

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 27 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

## 25.8 Procedures if you lease your Lot

If an Owner or Occupier of a Lot leases or licenses their Lot, they must include a requirement in the lease or licence that the Occupier returns Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy that Lot.

## 25.9 Some prohibitions

An Owner or Occupier of a Lot must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier;
- (b) interfere with security cameras or surveillance equipment; or
- (c) do anything that might prejudice the security or safety of the Strata Scheme.

## 25.10 Security Management Plan

- (a) The Owners Corporation must manage the Security Management Plan.
- (b) An Owner or Occupier must comply with the Security Management Plan.

## 26. Bicycle Storage Areas

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### 26.1 Rules

- (a) All Owners and Occupiers and where applicable, visitors of the Owners and Occupiers entitled to use the bicycle storage facilities in the Bicycle Storage Areas must:
  - (i) use the bicycle storage facilities in the Bicycle Storage Areas in accordance with this statement and the reasonable rules determined by the Owners Corporation from time to time;
  - (ii) ensure that all locks affixed to the bicycles racks are removed after use;

---

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 28 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

- (iii) not permit any bicycles to be stored on the Common Property other than in the Bicycle Storage Areas or such other area as may be designated by the Committee from time to time as a bicycle storage area; and
  - (iv) not permit any bicycle to be kept in any part of the Building including the foyer, stairwells, hallways, garden areas, walkways, balcony, terrace or other parts of the Building, other than as designated under this clause.
- (b) Bicycles that are in a state of disrepair must not be stored in the Bicycle Storage Areas or any other part of the Building.
- (c) Motorcycles must not be stored in the Bicycle Storage Areas.

## 27. Illegal use

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### 27.1 No illegal use

The Owner or Occupier of a lot must not at any time use or allow to be used the Lot or the Common Property for:

- (a) any illegal use; and
- (b) any act or thing which in each case is contrary to the provisions of any law, regulation, ordinance, by-law or town planning scheme from time to time in force.

## 28. Special privilege for Air Conditioning Units

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Owners must at the Owner's Cost:

- (a) operate, maintain and repair their Air Conditioning Unit in accordance with manufacturer's specifications;

---

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 29 of 34 sheets) 33
Registered:  13/08/2019	Office Use Only	Office Use Only <b>SP98453</b>

- (b) maintain, repair and where necessary replace those part of the Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed (excluding any structural maintenance and repairs);
- (c) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the Building;
- (d) use contractors approved by the Owners Corporation to maintain, repair and where necessary replace those parts of the Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed; and
- (e) comply with the requirements of Government Agencies in relation to the Air Conditioning Unit.

## 29. Management Plans

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### 29.1 What are your obligations?

The Owners Corporation, all Owners and Occupiers of a Lot must manage and comply with the Management Plans.

### 29.2 What if a Management Plan is inconsistent with the By-laws?

If a Management Plan is inconsistent with the By-laws, the Management Plan prevails to the extent of the inconsistency.

## 30. Annual Fire Safety Certificate


---

The Owners Corporation must submit the Annual Fire Certificate which is to include the Restricted Area Log to Council on a yearly basis.

---

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 30 of 34 sheets) 33
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

## 31. Rules

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### 31.1 Powers of the Owners Corporation

The Owners Corporation has the power to make rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of the Common Property.

### 31.2 Changing rules

The Owners Corporation may add to or change the rules at any time.

### 31.3 What are your obligations?

All Owners or Occupiers of a Lot must comply with the rules.

### 31.4 What if a rule is inconsistent with the By-laws?

If a rule is inconsistent with the By-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

## 32. Failure to comply with By-laws

---


### 32.1 What can the Owners Corporation do?

The Owners Corporation may do anything on the Lot which the Owner or Occupier should have done under the Act or the By-laws but which the Owner or Occupier of the Lot have not done or, in the opinion of the Owners Corporation, have not done properly.

---

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 31 of 34 sheets) 33
Registered:  13/08/2019	Office Use Only	Office Use Only <b>SP98453</b>

### 32.2 Procedures

The Owners Corporation must give an Owner or Occupier of a Lot a written notice specifying when it will enter the Lot to do the work. The Owner or Occupier of the Lot must:

- (a) give the Owners Corporation (or persons authorised by it) access to the Lot according to the notice and at their cost; and
- (b) pay the Owners Corporation for its cost for doing the work.

### 32.3 Recovering money

The Owners Corporation may recover any money an Owner or Occupier of a Lot owes it under the By-law as a debt.

### 33. Notices by email


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Any notices may be issued to that Owner or Occupier by the Owners Corporation in accordance with the provisions of the *Electronic Transactions Act 2000*.

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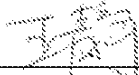
This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Approved Form 7	Strata Plan By-Laws	(Sheet 32 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

### Signing page


Executed by Mayrin One Pty Ltd ACN 604 832 073  
in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

  
\_\_\_\_\_  
~~Signature of Director and Company Secretary~~  
Sole Director & Sole Company Secretary  
JING WANG  
\_\_\_\_\_  
Full name (print)

\_\_\_\_\_  
Signature of Director and Company Secretary  
\_\_\_\_\_  
Full name (print)

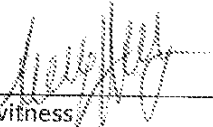
This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Approved Form 7	Strata Plan By-Laws	(Sheet 33 of 34 sheets)
Registered:	Office Use Only	Office Use Only
	13/08/2019	<b>SP98453</b>

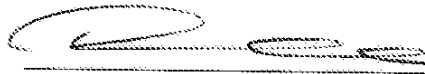
Signed, sealed and delivered for and on behalf of

by its attorney **DANIEL MILLAR**  
under power of attorney Book **4512**  
No **39**  
in the presence of:

  
\_\_\_\_\_  
Signature of witness

**TONY HUANG**  
Analyst - Property

\_\_\_\_\_  
Full name of witness (print)

  
\_\_\_\_\_  
Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

101 22, 255 George St, Sydney NSW 2000  
\_\_\_\_\_  
Address of witness (print)

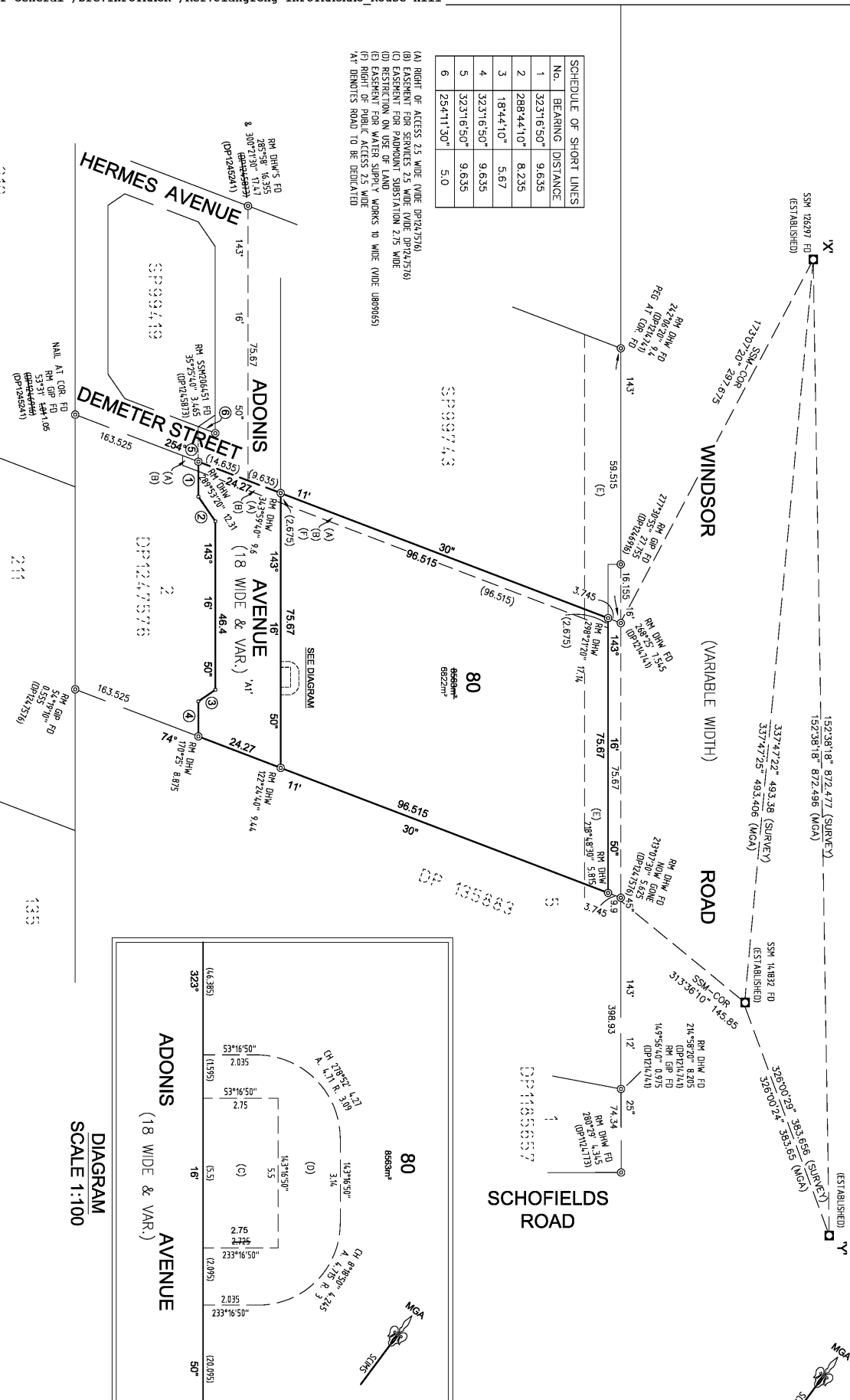
**DANIEL MILLAR**  
NAB Corporate Property NSW  
Associate Director  
**ATTORNEY**



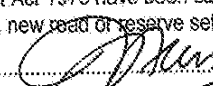
This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.


SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
1	323°16'50"	9.635
2	288°44'10"	8.235
3	184°44'10"	5.67
4	323°16'50"	9.635
5	323°16'50"	9.635
6	254°11'30"	5.0

- (A) RIGHT OF ACCESS 2.5 WIDE (VDE DP1247576)
- (B) EASEMENT FOR SERVICES 2.5 WIDE (VDE DP1247576)
- (C) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (D) RESTRICTION ON USE OF LAND
- (E) EASEMENT FOR WATER SUPPLY WORKS TO WIDE (WIDE U8899655)
- (F) EASEMENT FOR SERVICES 2.5 WIDE (VDE DP1247576)
- (G) DENOTES ROAD TO BE DEDICATED



<b>PLAN FORM 6 (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 3 sheet(s)
Office Use Only Registered:  9.8.2019 Title System: <b>TORRENS</b>	Office Use Only <h1 style="margin: 0;">DP1219410</h1>	
<b>PLAN OF SUBDIVISION OF LOT 4 IN DP1246916</b>	LGA: BLACKTOWN Locality: ROUSE HILL Parish: GIDLEY County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, Aaron Fleury ..... of Pinnacle Surveyors – PO Box 112, Baulkham Hills NSW 2153 ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 23/01/19 ..... , or *(b) The part of the land shown in the plan ( <del>“being”</del> excluding ** ..... ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: ‘X’ – ‘Y’ ..... Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 23/01/19 ..... Surveyor Identification No: 8770..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	
Plans used in the preparation of survey/compilation. DP660230      DP651335      DP1190434 DP27220      DP660230      DP1202113 DP32103      DP882329      DP1223103 DP135883      DP1033570      DP1214741 DP208203      DP1167828      DP1247576 DP647840      DP1185657      DP1214741	<p style="text-align: center;">Subdivision Certificate</p> I, <u>JUDITH PORTELLI</u> ..... *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: <u>N/A</u> ..... Consent Authority: <u>BLACKTOWN CITY COUNCIL</u> ..... Date of endorsement: <u>22.7.19</u> ..... Subdivision Certificate number: <u>SC-19-00040</u> ..... File number: <u>DA-1A-01684</u> .....  *Strike through if inapplicable.	
Surveyor's Reference: 1282DP	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  It is intended to dedicate the area noted as "A1" being Adonis Avenue to the public as public road, Subject to Right of Access 2.5 wide (DP1247576) & Easement for Services 2.5 wide (DP1247576)	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

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

Office Use Only  
 Registered:  9.8.2019

Office Use Only  
**DP1219410**

**PLAN OF SUBDIVISION OF LOT 4 IN  
 DP1246916**

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

Subdivision Certificate number: SC-19-00040  
 Date of Endorsement: 22.7.19

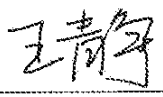
Lot	Street Number	Street Name	Street Type	Locality
80	N/A	ADONIS	AVENUE	ROUSE HILL

Pursuant to Section 88B of the Conveyancing Act 1919, it is intended to create:

1. Easement for Padmount Substation 2.75 Wide (C)
2. Restriction on Use of Land
3. Right of Public Access 2.5 Wide (F)
4. Restriction on Use of Land

Executed by **MAYRIN ONE PTY LTD**  
 ACN **604 832 073** in accordance with  
 Section 127(1) of the Corporations Act 2001

On the 23 day of July 2019



~~Director/Sole Director/Sole Secretary~~ (strike out as applicable)  
 Sole Secretary

Jing Wang  
 Full name (please print)


~~Director/Sole Director/Sole Secretary~~ (strike out as applicable)

Full name (please print)

If space is insufficient use additional annexure sheet

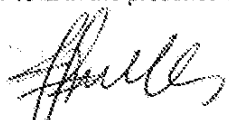
Surveyor's Reference: 1282DP

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

Registered:  9.8.2019 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 4 IN DP1246916	<h1>DP1219410</h1>
Subdivision Certificate number: SC-19-00040 Date of Endorsement: 22.7.19	

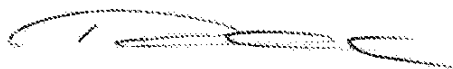
Mortgagee:

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

  
\_\_\_\_\_  
SIGNATURE

JOSEPH JOHN MILLAR  
\_\_\_\_\_  
NAME

255 GEORGE ST, SYDNEY  
\_\_\_\_\_  
ADDRESS

  
DANIEL MILLAR  
NAB Corporate Property NSW  
Associate Director  
ATTORNEY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1282DP

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

Plan: **DP1219410**

Plan of Subdivision of Lot 4 in  
DP1246916

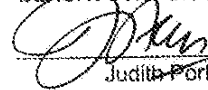
Full name and address of  
the owner of the land:

Mayrin One Pty Ltd  
Suite 2802, Level 28  
31 Market Street,  
Sydney NSW 2000

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à predre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Padmount Substation 2.75 Wide (C)	80	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
2	Restriction on Use of Land	80	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3	Right of Public Access 2.5 Wide <del>&amp; variable</del> (F)	80	Blacktown City Council
4	Restriction on Use of Land	80	Blacktown City Council

BLACKTOWN CITY COUNCIL



Judith Portelli  
Manager Development Services

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

**DP1219410**

Plan of Subdivision of Lot 4 in  
DP1246916

**Part 2 (Terms)**

**Terms of Easement for Padmount Substation 2.75 Wide number 1 in the plan and denoted (A)**

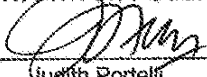
**1.0 Definitions**

- 1.1 **easement site** means that part of the servient tenement that is affected by this easement.
- 1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 1.3 **prescribed authority** 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).
- 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.6 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.
- 1.7 **transferor** means the registered proprietor of the servient tenement and its successors (including those claiming under or through the registered proprietor).

**2.0 The prescribed authority may:**

- 2.1 install electrical equipment within the easement site,
- 2.2 excavate the easement site to install the electrical equipment.
- 2.3 use the electrical equipment for the transmission of electricity,
- 2.4 enter the servient tenement using the most practical 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,
- 2.5 trim or remove any vegetation from the servient tenement that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

BLACKTOWN CITY COUNCIL



Judith Portelli  
Manager Development Services

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

# DP1219410

Plan of Subdivision of Lot 4 in  
DP1246916

- 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.
- 3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the servient tenement and will restore the servient tenement as nearly as practicable to its original condition.
- 4.0 The transferor agrees that, without the prior written permission of the prescribed authority and in accordance with such conditions as the prescribed authority may reasonably impose, it will not:
  - 4.1 install or permit to be installed any services or structure within the easement site, or
  - 4.2 alter the surface level of the easement site, or
  - 4.3 do or permit to be done anything that restricts access to the easement site by the prescribed authority.
- 5.0 The prescribed authority will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the servient tenement.
- 6.0 Lessee of the prescribed authority's distribution system
  - 6.1 Notwithstanding any other provision in this easement, the transferor grants to the prescribed authority the easement and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
  - 6.2 The transferor 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 the prescribed authority.

Name of authority empowered to release, vary or modify the terms of Easement 1 in the plan: Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

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Manager Development Services

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# DP1219410

Plan of Subdivision of Lot 4 in  
DP1246916

## Terms of Restriction on Use of Land number 2 in the plan

### 1.0 Definitions

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

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

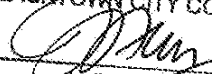
- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the prescribed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

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

### 4.0 Lessee of the prescribed authority's distribution system

- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

BLACKTOWN CITY COUNCIL

  
Judith Portelli  
Manager Development Services

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

**DP1219410**

Plan of Subdivision of Lot 4 in  
DP1246916

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 the prescribed authority.

Name of authority empowered to release, vary or modify the terms of Easement 1 in the plan: Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

**Terms of Right of Public Access 2.5 Wide number 3 in the plan and denoted (F)**

A Right of Access as set out in Schedule 4A, Part 11 of the Conveyancing Act 1919 as amended.

Name of authority empowered to release, vary or modify the terms of Right of Public Access 3 in the plan: Blacktown City Council.

**Terms of Restriction on Use of Land number 4 in the plan**

The waste and recycling collection must always be serviced by a private contractor and Blacktown City Council shall not provide waste collection services, including bulk collection such as furniture and white goods, to the burdened Lot.

Name of authority empowered to release, vary or modify the terms of Restriction on Use of Land in the plan: Blacktown City Council.

BLACKTOWN CITY COUNCIL

  
Judith Portelli  
Manager Development Services

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

**DP1219410**

Plan of Subdivision of Lot 4 in  
DP1246916

Executed by **MAYRIN ONE PTY LTD**  
ABN 87 620 778 556 in accordance with  
Section 127(1) of the Corporations Act 2001

On the 14 day of 2 2019

王静

Director/Sole Director/Sole Secretary (*strike out as applicable*)

Sole Secretary

JING WANG

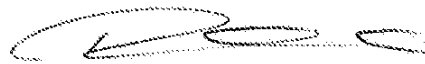
Full name (*please print*)

Director/Sole Director/Sole Secretary (*strike out as applicable*)

Full name (*please print*)

Mortgagees consent:

SIGNED SEALED AND DELIVERED for and  
on behalf of NATIONAL AUSTRALIA BANK  
LIMITED ABN 12 004 044 937 by its Attorney  
who holds the position of Level 2 Attorney  
under Power of Attorney Registered No 39  
Book 4512 in the presence of:



**DANIEL MILLAR**  
NAB Corporate Property NSW  
Associate Director

*Attorney*



*SIGNATURE*

JOSEPH JOHN MILLS

*NAME*

155 GEORGE ST, SYDNEY

*ADDRESS*

BLACKTOWN CITY COUNCIL



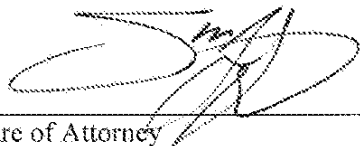
Judith Portelli  
Manager Development Services

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

**DP1219410**

Plan of Subdivision of Lot 4 in  
DP1246916

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 Attorney

Simon Lawton

Full name and position of Attorney (please print)

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

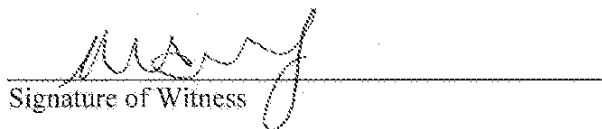
Power of Attorney: Book 4754

No. 482

EE reference: UML7315 / URS 22295

Date: 18/2/2019

I certify that the attorney signed this instrument in my presence



Signature of Witness

Michelle Atkinson

Full name (please print)

Address of witness:  
c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

BLACKTOWN CITY COUNCIL



Judith Portelli  
Manager Development Services

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

**DP1219410**

Plan of Subdivision of Lot 4 in  
DP1246916

Executed by **Blacktown City Council** by its authorised delegate pursuant to S.377  
Local Government Act 1993

  
Signature

Judith Portelli  
Name

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

  
Signature of Witness

Kristy-lee Bulloch  
Name of Witness

C/- Blacktown City Council  
62 Flushcombe Road  
BLACKTOWN NSW 2148  
Address of Witness

BLACKTOWN CITY COUNCIL

  
Judith Portelli  
Manager Development Services

REGISTERED




09.08.2019

Page 8 of 8




<b>PLAN FORM 6B (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 3 sheet(s)
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<p style="text-align: right;">Office Use Only</p> <p>Registered:  01.11.2018</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1247576</h1>
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<p><b>PLAN OF SUBDIVISION OF LOT 205 IN DP660230 AND CREATION OF EASEMENTS OVER LOTS 1 AND 2 IN DP1214741</b></p>	<p>LGA: BLACKTOWN          Locality: ROUSE HILL          Parish: GIDLEY          County: CUMBERLAND</p>
---	---

<p style="text-align: center;">Survey Certificate</p> <p>I, Aaron Fleury .....          of Pinnacle Surveyors – PO Box 112, Baulkham Hills NSW 2153 .....          a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(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 26-10-17 ..... , or</i></p> <p><i>*(b) The part of the land shown in the plan (<del>being/excluding **</del> ..... )          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</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</i></p> <p>Datum Line: 'X'-'Y' .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 05/12/17 .....</p> <p>Surveyor Identification No: 8770.....          Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words.          **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>
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<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>JUDITH PORTELLI</u>.....          *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 for <del>(caravan park or forestry) lease purposes in accordance with section 23H or 23J Conveyancing Act 1919</del> set out in the plan with this certificate.</p> <p>Signature:  .....</p> <p>Accreditation number: <u>N/A</u>.....</p> <p>Consent Authority: <u>BLACKTOWN CITY COUNCIL</u>.....</p> <p>Date of endorsement: <u>10-7-18</u>.....</p> <p>Subdivision Certificate number: <u>SC-18-00019</u>.....</p> <p>File number: <u>DA - 14 - 01684</u>.....</p> <p><small>*Strike through if inapplicable.</small></p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>
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<p>Plans used in the preparation of survey/compilation.</p> <table style="width:100%; border: none;"> <tr> <td>DP660230</td> <td>DP651335</td> <td>DP1190434</td> </tr> <tr> <td>DP27220</td> <td>DP660230</td> <td>DP1202113</td> </tr> <tr> <td>DP32103</td> <td>DP882329</td> <td>DP1223103</td> </tr> <tr> <td>DP135883</td> <td>DP1033570</td> <td>DP1214741</td> </tr> <tr> <td>DP208203</td> <td>DP1167828</td> <td></td> </tr> <tr> <td>DP647840</td> <td>DP1185657</td> <td></td> </tr> </table>	DP660230	DP651335	DP1190434	DP27220	DP660230	DP1202113	DP32103	DP882329	DP1223103	DP135883	DP1033570	DP1214741	DP208203	DP1167828		DP647840	DP1185657		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>
DP660230	DP651335	DP1190434																	
DP27220	DP660230	DP1202113																	
DP32103	DP882329	DP1223103																	
DP135883	DP1033570	DP1214741																	
DP208203	DP1167828																		
DP647840	DP1185657																		

<p>Surveyor's Reference: <u>1282 DP</u></p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>
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PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only  
 Registered:  01.11.2018

Office Use Only

DP1247576

PLAN OF SUBDIVISION OF LOT 205 IN  
 DP660230 AND CREATION OF  
 EASEMENTS OVER LOTS 1 AND  
 2 IN DP1214741

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - 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: SC-18-00019  
 Date of Endorsement: 10.7.18

Lot	Street Number	Street Name	Street Type	Locality
1	822	Windsor	Road	Rouse Hill
2	Not Available	Not Available	Not Available	Rouse Hill

Pursuant to Section 88B of the Conveyancing Act 1919, it is intended to create:

1. ~~Temporary~~ Right of Access 2.5 Wide
2. ~~Temporary~~ Easement for Services 2.5 Wide
3. ~~Temporary~~ Right of Access 6.5 Wide *and Variable*
4. ~~Temporary~~ Easement for Services 6.5 Wide *and Variable*
5. Restriction on Use of Land
6. Positive Covenant
7. Restriction on Use

Executed by MAYRIN ONE PTY LTD *ABN 604 832 073*  
 ABN ~~87 620 778 556~~ in accordance with  
 Section 127(1) of the Corporations Act 2001

On the 11<sup>th</sup> day of July 2018

*Jing Wang*

Director/Sole Director/Sole Secretary *(strike out as applicable)*

JING WANG

Full name *(please print)*

Director/Sole Director/Sole Secretary *(strike out as applicable)*

Full name *(please print)*

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1282DP

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

Office Use Only

Office Use Only

Registered:  01.11.2018

DP1247576

PLAN OF SUBDIVISION OF LOT 205 IN  
DP660230 AND CREATION OF  
EASEMENTS OVER LOTS 1 AND  
2 IN DP1214741

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

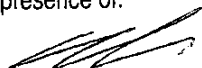
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel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

Subdivision Certificate number: SC 18-00019

Date of Endorsement: 10.7.18

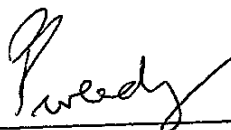
Mortgagee:

SIGNED SEALED AND DELIVERED for and  
on behalf of NATIONAL AUSTRALIA BANK  
LIMITED ABN 12 004 044 937 by its Attorney  
who holds the position of Level 2 Attorney  
under Power of Attorney Registered No 39  
Book 4512 in the presence of:



WITNESSES

KEVIN KIM  
Associate  
Corporate Property  
255 GEORGE ST SYDNEY NSW 2000



ATTORNEYS

RACHEL TWEEDY  
Director  
Corporate Property

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1282DP

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

**Plan: DP1247576**

Plan of Subdivision of Lot 205 in DP660230 and creation of easements over Lots 1 and 2 in DP1214741 covered in Subdivision Certificate No 18-00019

**Full name and address of the owner of the land:**

Mayrin One Pty Ltd  
 Suite 2802, Level 28  
 31 Market Street,  
 Sydney NSW 2000

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à predre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Access 2.5 Wide	1 & 2	2, 1/1214741 & 2/1214741
2	Easement for Services 2.5 Wide	1 & 2	2 1/1214741 & 2/1214741
3	Right of Access 6.5 Wide and Variable	2/1214741 & 1/1214741	1 & 2
4	Easement for Services 6.5 Wide and Variable	2/1214741 & 1/1214741	1 & 2
5	Restriction on Use of Land	1 & 2	Blacktown City Council
6	Positive Covenant	1, 2/1214741 & 1/1214741	Blacktown City Council
7	Restriction on Use	1	Blacktown City Council

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

**DP1247576**

Plan of Subdivision of Lot 205 in DP660230 and creation of easements over Lots 1 and 2 in DP1214741 covered in Subdivision Certificate No 18-00019

**Part 2 (Terms)**

**Terms of Temporary Right of Access numbered 1 in the plan:**

Right of Access as set out in Part 14 of Schedule 8 of the Conveyancing Act 1919 as amended and provided that this Right of Access is a temporary right, and b) that Council will raise no objection to the extinguishing of this Right of Access upon construction and dedication of a public road providing vehicular access to the benefited lots.

Name of authority empowered to release, vary or modify the terms of Easement 1 in the plan: **Blacktown City Council**

**Terms of Easement for Services numbered 2 in the plan:**

Easement for Services as set out in Part 11 of Schedule 8 of the Conveyancing Act 1919 as amended and provided that this Easement for Services is a temporary right, and b) that Council will raise no objection to the extinguishing of this Easement for Services upon construction and dedication of a public road providing vehicular access to the benefited lots.

Name of authority empowered to release, vary or modify the terms of Easement 3 in the plan: **Blacktown City Council**

**Terms of Temporary Right of Access numbered 3 in the plan:**

Right of Access as set out in Part 14 of Schedule 8 of the Conveyancing Act 1919 as amended and provided that this Right of Access is a temporary right, and b) that Council will raise no objection to the extinguishing of this Right of Access upon construction and dedication of a public road providing vehicular access to the benefited lots.

Name of authority empowered to release, vary or modify the terms of Easement 3 in the plan: **Blacktown City Council**

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

**DP1247576**

Plan of Subdivision of Lot 205 in DP660230 and creation of easements over Lots 1 and 2 in DP1214741 covered in Subdivision Certificate No 18-00019

**Terms of Easement for Services numbered 4 in the plan:**

Easement for Services as set out in Part 11 of Schedule 8 of the Conveyancing Act 1919 as amended and provided that this Easement for Services is a temporary right, and b) that Council will raise no objection to the extinguishing of this Easement for Services upon construction and dedication of a public road providing vehicular access to the benefited lots.

Name of authority empowered to release, vary or modify the terms of Easement 4 in the plan: **Blacktown City Council**

**Terms of Restriction on Use numbered 5 in the plan:**

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of road and drainage works, the provision of lot fill and the payment of Section 94 Contributions.

Name of authority empowered to release, vary or modify the terms of Restriction 5 in the plan: **Blacktown City Council**

**Terms of Positive Covenant numbered 6 in the plan:**

The Registered Proprietors of the Lots Burdened shall extinguish the Temporary Right of Access denoted 'A' and 'C' and the Temporary Easement for Services denoted 'B' and 'D' on the plan, upon dedication of a Public Road providing vehicular access to those Lots.

Name of authority empowered to release, vary or modify the terms of Positive Covenant 6 in the plan: **Blacktown City Council**

**Terms of Restriction on Use numbered 7 in the plan:**

No vehicular access or route to or from any part of Windsor Road and the lot hereby burdened is permitted except land affected by an easement permitting such a right or as approved by Blacktown City Council.

Name of authority empowered to release, vary or modify the terms of Restriction on Use 7 in the plan: **Blacktown City Council**

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

**DP1247576**

Plan of Subdivision of Lot 205 in  
DP660230 covered in  
Subdivision Certificate No. ~~18-00019~~

Executed by **MAYRIN ONE PTY LTD**  
~~ABN 87 620 778 556~~ in accordance with  
Section 127(1) of the Corporations Act 2001

ABN  
604 832 075

On the 12<sup>th</sup> day of Jan 2018

王静

~~Director/Sole Director/Sole Secretary~~ (strike out as applicable)

Jing Wang

Full name (please print)

~~Director/Sole Director/Sole Secretary~~ (strike out as applicable)

Full name (please print)

Mortgagees consent:

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

WITNESS

[Signature]  
**KEVIN KIM**  
Associate  
Corporate Property

755 CECILE ST SYDNEY NSW 2000

[Signature]

ATTORNEY

**RACHEL TWEEDY**  
Director  
Corporate Property

**BLACKTOWN CITY COUNCIL**

[Signature]  
**Judith Portelli**

Manager, Development Services


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

**DP1247576**


Plan of Subdivision of Lot 205 in  
DP660230 covered in  
Subdivision Certificate No. ~~18~~ 00019

Executed by **SHLF PTY LTD**  
ABN **62 149 466 115** in accordance with  
Section 127(1) of the Corporations Act 2001

On the 12<sup>th</sup> day of Jan 2018


  
\_\_\_\_\_  
Director/Sole Director/Sole Secretary (*strike out as applicable*)

FEIFEI MA  
\_\_\_\_\_  
Full name (*please print*)

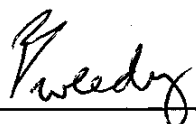
  
\_\_\_\_\_  
Director/Sole Director/Sole Secretary (*strike out as applicable*)

LIXIN JIA  
\_\_\_\_\_  
Full name (*please print*)


SIGNED SEALED AND DELIVERED for and  
on behalf of NATIONAL AUSTRALIA BANK  
LIMITED ABN 12 004 044 937 by its Attorney  
who holds the position of Level 2 Attorney  
under Power of Attorney Registered No 39  
Book 4512 in the presence of:

  
\_\_\_\_\_  
WITNESS

KEVIN KIM  
ASSOCIATE  
755 GEORGE ST SYDNEY NSW 2007

  
\_\_\_\_\_  
ATTORNEY

RACHEL TWEEDY  
Director  
Corporate Property

LACKTOWN CITY COUNCIL  
  
\_\_\_\_\_  
Judith Bartell  
Manager, Development Services

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

**DP1247576**

Plan of Subdivision of Lot 205 in  
DP660230 covered in  
Subdivision Certificate No. **18-00019**

Executed by **HOU-LIN INVESTMENT PTY LTD**  
ABN **56 608 000 586** in accordance with  
Section 127(1) of the Corporations Act 2001

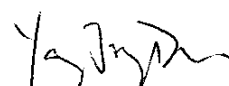
On the 11<sup>th</sup> day of Jan 20 18

  
Director/Sole Director/Sole Secretary (strike out as applicable)

JIAN PENG KANG  
Full name (please print)

  
Director/Sole Director/Sole Secretary (strike out as applicable)

PING CHEN  
Full name (please print)

Witness:  
Jingduan Yang  
Sign: 

Address:  
17/11 Nelson St.  
Penshurst 2222

**Mortgagees Consent:**

Executed by **Alceon Group Pty Ltd**  
ACN 122 365 986 in accordance with  
Section 127(1) of the Corporations Act 2001 on the 6th day of  
sept, 2018.



Melanie Hedges  
Secretary



Trevor Loewensohn  
Director

**BLACKTOWN CITY COUNCIL**

  
Judith Portelli  
Manager Development Services

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

**DP1247576**

Plan of Subdivision of Lot 205 in  
DP660230 covered in  
Subdivision Certificate No. **18-00019**

Executed by **Blacktown City Council** by its authorised delegate pursuant to S.377  
Local Government Act 1993

  
Signature

JUDITH PORTELLI  
Name

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

  
Signature of Witness

KATHERINE UHIA  
Name of Witness

CT BLACKTOWN CITY COUNCIL

62 FLUSHCOMBE RD BLACKTOWN  
Address of Witness

REGISTERED  1.11.2018

BLACKTOWN CITY COUNCIL  
  
Judith Portelli  
Manager, Development Services

Form: 13PC  
 Release: 3-1

**POSITIVE COVENANT**  
 New South Wales



**AP326391L**

Section 88E(3) Conveyancing Act

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

(A) **TORRENS TITLE** ±/±247576 4/1246916

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any HALLCROWTH Mayrin One Pty Ltd <del>103-154 Princes Hwy Rockdale</del> Parcel 3, 33 York St Sydney NSW 2000 8276 9110 8068 9698 Reference: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	<b>CODE</b>  <b>PC</b>
-------------------------	--	------------------------------

(C) **REGISTERED PROPRIETOR** Of the above land  
MAYRIN ONE PTY LTD ABN: 67246770898

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AM681818	MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919  
Blacktown 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 12 June 2019

(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. *pursuant to s.377 Local Government Act 1993* Blacktown City Council

Signature of witness: *[Signature]* Signature of authorised officer: *[Signature]*  
 Name of witness: Kristy-lee Bulloch Name of authorised officer: David Yee  
 Address of witness: c/- Blacktown City Council Position of authorised officer: Co-ordinator Engineering Approvals  
 62 Flushcombe Road

(G) **Execution by the registered proprietor** Blacktown NSW 2148

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

Signature of authorised person: *[Signature]* Signature of authorised person:  
 Name of authorised person: JING WANG Name of authorised person:  
 Office held: Sole Director/Secretary Office held:  
*Secretary*

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AM681818, agrees to be bound by this positive covenant. I certify that the above mortgagee 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]* Signature of mortgagee: *[Signature]*  
 Name of witness: JOSEPH JOHN MILLS DANIEL MILLAR  
 Address of witness: L22, 255 GEORGE ST, SYD. NAB Corporate Property NSW Associate Director *ATTORNEY*

## Annexure 'A'

### Terms of Positive Covenant

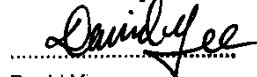
The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s), that they will:

- (a) Keep the device clean and free from silt, rubbish and debris.
- (b) Maintain and repair the device at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or the "Maintenance Schedule" prepared by EnviroPod on 22 August 2017, a copy of which is held on Council File DA 14-1915. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
- (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant.
- (d) Provide to the Council each year on or before 1 September an annual maintenance report ("Report") outlining all maintenance undertaken on the Device in accordance with the Maintenance Schedule or industry best practice. Copies are to be provided with the Report of all cleaning reports and tipping dockets to demonstrate that all material removed was disposed of in an approved manner.
- (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.

Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by

Blacktown City Council



David Yee

Co-ordinator Engineering Approvals

Council to be reasonable to comply with the said notice referred to in 1(e) above.

(b) The Council may recover from the registered proprietor in a court of competent jurisdiction:

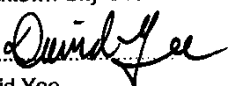
- I. Any expense reasonably incurred by it in exercising its powers in subparagraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
- II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the act or obtaining any injunction pursuant to Section 88H of the Act.

This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act. For the purposes of this covenant, "the device" means the Stormwater Filtration Tank stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No. 14581 on 1 November 2017, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File No. DA 14-1915.

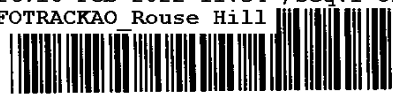
**Name of Authority empowered to release, vary or modify the Positive Covenant referred to:**

Blacktown City Council

Blacktown City Council



David Yee  
Co-ordinator Engineering App...



Form: 13RPA  
Release: 3-1

### RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHOR

# AP326392J

New South Wales  
Section 88E(3) Conveyancing Act 1919

**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**

~~3/1249576~~ 4/1246916

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any HAILI WANG Mayrin one Pty Ltd. <del>103/564 The Hills Road</del> Rd 3, 33 York St Sydney NSW 2000 <del>8298922</del> 8068 9698	CODE <b>RV</b>
Reference:		

(C) **REGISTERED PROPRIETOR**

Of the above land  
MAYRIN ONE PTY LTD ABN: 69246 790 898

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AM681818	MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
Blacktown 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** 12 June 2019

(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. pursuant to s.377 Local Government Act 1993

Signature of witness: *Kristy-lee Bulloch*  
Name of witness: Kristy-lee Bulloch  
Address of witness: c/ Blacktown City Council - 62 Flushcombe Rd, Blacktown NSW 2148

Signature of authorised officer:  
Name of authorised officer: Blacktown City Council  
Position of authorised officer: *David Yee*  
David Yee  
Co-ordinator Engineering Approvals

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

Signature of authorised person: *Jing Wang*  
Name of authorised person: JING WANG  
Office held: Sole Director/Secretary

Signature of authorised person:  
Name of authorised person:  
Office held:

(H) The mortgagee under mortgage No. AM681818 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: *Joseph John Mills*  
Name of witness: JOSEPH JOHN MILLS  
Address of witness: 222, 255 GEORGE ST, SYD.

Signature of mortgagee: *Daniel Millar*  
DANIEL MILLAR  
NAB Corporate Property NSW  
Associate Director *ATTORNEY*

## Annexure 'A'

### Terms of Restriction on Use of Land

The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s) that they will not, without the prior and express written consent of the Authority benefited:

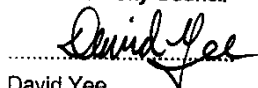
1. Do any act, matter or thing which would prevent the device from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the device.
3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

This restriction shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919. For the purpose of this restriction, "the device" means the Stormwater Filtration Tank stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No. 14581 on 1 November 2017, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File No. DA 14-1915.

### Name of Authority empowered to release, vary or modify the Restriction referred to:

Blacktown City Council

Blacktown City Council



David Yee  
Co-ordinator Engineering Approvals

Form: 15SO  
Edition: 1611

Peter George Rumble  
I am authorised to make this Amendment  
Signed: *[Signature]*  
Dated: 6/01/2021

**ORDER AFFECTING  
A STRATA SCHEME**

New South Wales  
Sections 148, 149, 150 or 236  
Strata Schemes Management Act 2015



**AQ51491M**

774 31717

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

~~Strata Plan~~ <sup>or</sup> ~~98453~~ <sup>CP/SP</sup> ~~98453~~

(B) LODGED BY

Victoria Wuu  
Victoria.strata.com  
- all

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Victory Strata Suite 606 / north tower 1-5 Railway Street Cherrywood	CODE <b>SO</b>
	Reference (optional):	

(C) APPLICANT

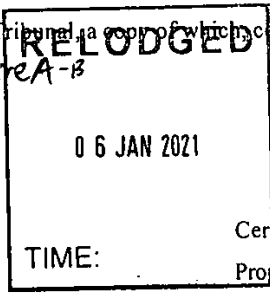
The Owners - Strata Plan ~~NO 98453~~ ~~SP 98453~~  
~~Route Hill NSW 2170~~

(D) STRATA PLAN No.

SP - 98453

Peter George Rumble  
I am authorised to make this Amendment  
Signed: *[Signature]*  
Dated: 01/02/2021

(E) The applicant requests the Registrar General to give effect to the order made under section 236(1) of the Strata Schemes Management Act 2015 by the Civil and Administrative Tribunal, a copy of which is certified to be a true copy by the Registrar of the Tribunal, is annexed hereto and marked Annexure A-B



DATE 30 / 11 / 2020  
dd mm yyyy

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

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

Signature of witness:

*[Signature]*

Signature of applicant:

*[Signature]*

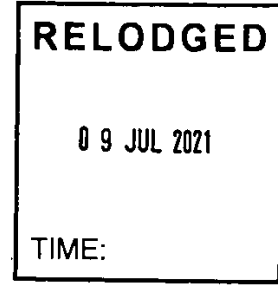
Name of witness:

Peter George Rumble

Address of witness:

17 Mellish street  
Marsden Park NSW  
2765.

VICTORIA WA.



(G) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant / applicant's solicitor / applicant's agent certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. **2283934** Full name: Peter George Rumble Signature: *[Signature]*

Peter George  
Rumble  
am authorised  
to make this  
Amendment  
Signed: Peter  
Dated: 17/03/2021

### Approved Form 23

#### Attestation

The seal of The Owners - Strata Plan No 98453 was affixed on 5/01/2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: Victoria Wu Authority: Director

Signature: [Signature] Name: Peter George Authority: LICENCEE IN

RUMBLE  
CHARGE  
Strata Managing

^ Insert appropriate date

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

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



# Annexure A



**NCAT**  
NSW Civil &  
Administrative Tribunal  
Consumer and Commercial Division

## NOTICE OF ORDER

The Owners SP 98453  
peter.rumble@victorystrata.com.au

File No: SC 20/29050  
Quote in all enquiries  
eNumber: 39533HJ10

### Application to the Tribunal concerning 5 Adonis Avenue ROUSE HILL NSW 2155 Australia - SP98453

---

Applicant: The Owners SP 98453  
Respondent: The Owners SP 98453

On 30-Nov-2020 the following orders were made:

1. By consent, pursuant to section 236(1) of the Strata Schemes Management Act 2015 the allocation of unit entitlements amongst the lots in Strata Plan 98453 shall be in accordance with the schedule of unit entitlements contained in the Valuation Certificate of Aaron Campbell dated 28 January 2020 which sets out the New Unit Entitlement - SP 98453. A copy of the certificate which has been initialed and dated by me is attached to these orders and to the file.
2. The Owners- Strata Plan 98453 are to take all necessary steps to lodge with the Registrar General of the Land and Property Management Authority a copy of these orders and have them recorded on the common property title of Strata Plan No 98453 within 28 days of the date hereof.
3. The Owners-Strata Plan 98453 is to inform each of the Lot Owners in writing of the lodgment of a copy of these orders with the Registrar General of the Land and Property Management Authority within 7 days of lodgment

**J Ringrose, Tribunal Member**

**30/11/20**

*This is a certified true copy  
of the order.*

*S. Ringrose  
for the Registrar  
30/06/2021*



For further information about your rights and obligations in relation to this order please read NCAT's Rights and Obligations Guide available on the NCAT website at [www.ncat.nsw.gov.au](http://www.ncat.nsw.gov.au)

Ground Floor, 2-6 Station Street, PENRITH NSW 2750  
PO Box 988, PENRITH NSW 2751  
ccdpenrith@ncat.nsw.gov.au  
Ph: 4777 8696 Fax: 4777 8601  
[www.ncat.nsw.gov.au](http://www.ncat.nsw.gov.au)

Attachment 5.



This is a certified true copy of the order. Signed for the Registrar, 30/06/2021

M 3.07	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered:		NEW UNIT ENTITLEMENT-SP 98453

**VALUER'S CERTIFICATE**

I, Aaron Campbell 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: Date: 28 January 2020

**SCHEDULE OF UNIT ENTITLEMENT**

Lot	UE	Lot	UE	Lot	UE	Lot	UE
1	77	36	58	71	59	106	85
2	75	37	76	72	74	107	73
3	59	38	72	73	74	108	81
4	58	39	58	74	74	109	77
5	76	40	57	75	73	110	77
6	74	41	76	76	82	111	77
7	75	42	74	77	78	112	86
8	58	43	68	78	78	113	86
9	74	44	68	79	78	114	76
10	76	45	74	80	84	115	76
11	76	46	77	81	84	116	60
12	74	47	77	82	77	117	74
13	58	48	74	83	77	118	74
14	73	49	64	84	60	119	85
15	74	50	76	85	74	120	74
16	85	51	76	86	74	121	74
17	76	52	85	87	74	122	86
18	59	53	75	88	73	123	74
19	74	54	59	89	72	124	81
20	70	55	76	90	84	125	77
21	57	56	72	91	72	126	77
22	56	57	85	92	80	127	77
23	73	58	76	93	76	128	86
24	73	59	77	94	76	129	85
25	67	60	69	95	76	130	77
26	67	61	69	96	84	131	76
27	73	62	75	97	84	132	62
28	76	63	78	98	75	133	74
29	76	64	78	99	75	134	74
30	73	65	76	100	59	135	85
31	63	66	67	101	74		
32	73	67	77	102	74		
33	73	68	76	103	85		
34	85	69	85	104	73		
35	73	70	76	105	73		
Total:							10,000

97-01TG

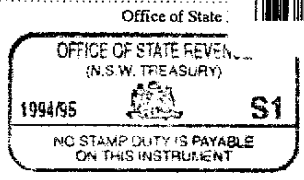


# TRANSFER GRANTING EASEMENT

Real Property Act 1900



U  
809065 J



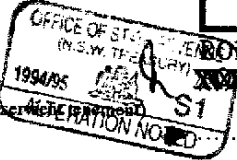
(A) **LAND**  
Show no more than 20 References to Title

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
Volume 14346 Folio 190	EASEMENT IN GROSS PURSUANT TO SECTION 88A(1) OF THE CONVEYANCING ACT, 1919, AS AMENDED

(B) **LODGED BY**

L.T.O. Box 889T	Name, Address or DX and Telephone WATER BOARD LEGAL SERVICES BRANCH DX 1052 SYDNEY REFERENCE (max. 15 characters): H DIMOS	<b>TG</b> <b>OVER</b>
--------------------	--	--------------------------

(C) **TRANSFEROR** (Registered Proprietor of servient tenement) **JAMES THOMAS** (incorrectly recorded as **ROBY JAMES THOMAS**)



(D) acknowledges receipt of the consideration of \$4,800,00

(E) and TRANSFERS and GRANTS ... SEE ANNEXURE "A"

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

(F) **TRANSFEREE** (Registered Proprietor of dominant tenement) **WATER BOARD**

(G) subject to the following **ENCUMBRANCES** 1. .... 2. .... 3. ....

(H) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE **22 NOVEMBER 1974**

Signed in my presence by the Transferor who is personally known to me.

*[Signature]*  
Signature of Witness

**Brian Chan**  
Name of Witness (BLOCK LETTERS)

*[Signature]*  
Signature of Transferor

**4 Emerald St West Pennant Hills**  
Address of Witness

Signed in my presence by the Transferee who is personally known to me.

*[Signature]*  
Signature of Witness

**BRIAN M O'CONNELL**  
Name of Witness (BLOCK LETTERS)

**115-123 BATHURST STREET SYDNEY**  
Address of Witness

The WATER BOARD by its Attorney  
**WARREN FREDERICK WATKINS**  
who hereby states at the time of executing this instrument has no notice of the revocation of the Power of Attorney Registered No. 686 Book 396 under the authority of which this instrument has been executed.

*[Signature]*  
Signature of Transferee

FOR CONSENT OF MORTGAGEE  
SEE ANNEXURE "A".  
CHECKED BY (Office use only) **2B A.**

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

406

RF10 45

"A"

THIS IS ANNEXURE "A" TO TRANSFER GRANTING EASEMENT BETWEEN  
RORY ~~ROBY~~ JAMES THOMAS (AS TRANSFEROR) AND WATER BOARD (AS  
TRANSFEREE)

DATED:

(E) and TRANSFERS and GRANTS an Easement or rights as more fully set out and described in Memorandum X342178 over that part of the land in Certificate of Title Volume 14346 Folio 190 shown on Deposited Plan 647840 as PROPOSED EASEMENT FOR WATER SUPPLY WORKS 10.0 WIDE and referred to for the purposes hereof as "the said land" and subject to the conditions covenants and provisions set forth in Memorandum X342178 (which said conditions covenants and provisions shall be deemed to be incorporated herein)

STATE BANK OF NEW SOUTH WALES LIMITED  
A.C.N. 003 983 228 by Its Attorney  
ROBERT JOHN CONLIN  
MANAGER, SECURITIES LEGAL DIVISION  
pursuant to power of attorney registered  
Book 3869 No. 430 and I declare that I  
have no notice of the revocation of the said  
power of Attorney.

Witness

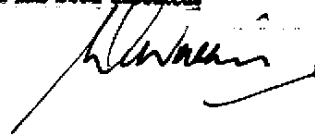


JASON A McCLUNG  
SECURITIES DEPARTMENT  
LEVEL 13, 150 GEORGE ST  
PARRAMATTA NSW 2150



*Brian M O'Connell*  
BRIAN M O'CONNELL  
115-23 BATHURST STREET, SYDNEY

The WATER BOARD by its Attorney  
WARREN FREDERICK WATKINS  
who hereby states at the time of executing this instrument has  
no notice of the revocation of the Power of Attorney Registrat...  
No. 686 Book 3869 under the authority of which this  
instrument has been executed.





MEMORANDUM

X342178

Q	1	1
\$	39	

1 name of  
any bank,  
building society,  
mortgagee,  
or lessee.

If history of  
interest which  
relates to the  
memorandum.

to signed by the  
landlord officer  
the tenant, mortgagor,  
or chargee &c.

mem are to be  
inserted consecutively  
in number 1.

On behalf of **WATER BOARD**  
I certify that this memorandum (comprising 3 page(s)), contains the provisions which are deemed to be incorporated in such  
**Transfer Granting Easement for Water Supply Works**  
as refer to this memorandum.

*[Signature]*  
Signature of Authorized Officer

THE STANDARD  
MARGIN QUALITY  
OF PAPER IS  
SPECIFIED BY  
REGULATION 4  
REAL PROPERTY  
ACT REGULATIONS  
1978 SHOULD BE  
MAINTAINED IN  
THIS FORM AND IN  
ANY ANNEXURES.

1. AN "Easement to Drain Water" as described in Part III of Schedule IVA of the Conveyancing Act, 1919 AND an EASEMENT OR RIGHT TO USE for the construction and maintenance of WATER SUPPLY WORKS the surface and the subsoil or undersurface of the said land TOGETHER WITH FULL AND FREE RIGHT AND LIBERTY for the Transferee from time to time and at all times hereafter by its officers, servants, workmen and agents to construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the said land and upon or at such depths or levels below the surface thereof as the Transferee shall think fit such pipelines, mains, distributory reticulating and other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required and to use such works for water supply purposes and to take up any such works and substitute in lieu thereof any new works AND with the right of support at all times of all such works as shall for the time being be in or upon the said land AND for any of the purposes aforesaid to enter, go, return, pass and repass upon, along and over the said land at any hour of the day or night and make and sink excavations, shafts and cuttings in and through the said land and bring and place thereon and remove therefrom any such plant, machinery, tools, implements, materials, articles and things as the Transferee shall think fit AND generally to exercise and perform in and upon the said land any of the rights, powers and authorities conferred on or vested in the Transferee under and by virtue of the provisions of the Water Board Act, 1987 AND in relation to such easement or rights

TO BE COMPLETED  
BY LODGING PARTY  
Insert the name,  
postal address or  
Document Exchange  
reference, telephone  
number and delivery  
box number

**WATER BOARD**

LODGED BY	R. GUTHRIE, Solicitor, Water Board, 115-123 Bathurst Street, SYDNEY N.S.W. 2000 Ref: 123/99145 'B' 1996SI F.O 889T
Delivery Box Number	

Filed in the Office of the REGISTRAR GENERAL  
on 212 11988.

Registrar General

as are hereinbefore transferred to the Transferee the Transferor DOES HEREBY COVENANT with the Transferee:-

- (a) THAT the Transferor will not erect, construct or place upon the said land or allow to be erected, constructed or placed thereon any building or other structure whatsoever and that the Transferor will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land; AND
- (b) THAT the Transferee, its servants or agents shall be permitted to have full right of access to the said land by day or night for maintenance purposes; AND
- (c) THAT the Transferor will not without the prior consent and approval in writing of the Transferee first had and obtained or otherwise than in strict compliance with such conditions as the Transferee may impose:-

- (i) make or allow to be made any alteration to the existing surface levels of the said land by any means whatsoever, or
- (ii) lay down, construct or place upon the said land any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material, or
- (iii) place upon the said land or allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever, or
- (iv) park or place upon the said land or allow to be parked or remain thereon any vehicle whatsoever other than vehicles parked or placed thereon temporarily so that they may be removed when necessary without undue delay;

AND the Transferee for itself and its assigns HEREBY COVENANTS AND AGREES with the Transferor THAT the Transferee will from time to time and at all times hereafter so far as shall be reasonably



- 3 -

practicable make good and remedy all damage caused to the said land by reason of or arising out of the exercise of the aforesaid rights, powers and authorities or any of them AND IT IS HEREBY AGREED AND DECLARED that nothing hereincontained shall in any way affect any rights the Transferor might have under Section 15 of the Water Board Act, 1987 to claim compensation in respect of damage caused by the future operations of the Transferee AND THE PARTIES HERETO FURTHER AGREE that where the context so permits, in the construction of any provision contained or implied in this document, unless repugnant to the context or the contrary intention appears:-

- (a) the word "Transferor" means and includes the Transferor and if a natural person or persons, his or their respective executors, administrators and permitted assigns, and if a corporation, its successors and permitted assigns,
- (b) words importing the singular number shall include the plural and vice versa, words importing a person or persons shall include a Company or Companies and vice versa and each gender shall include every other gender,
- (c) where the Transferor consists of two or more persons, the provisions of this document shall bind them and any two or greater number of them jointly and each of them severally and shall also bind the executors, administrators, successors and permitted assigns of them and every two or greater number of them jointly and severally.

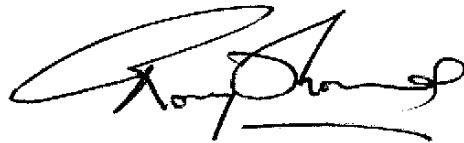


## STATUTORY DECLARATION

I, RORY JAMES THOMAS, of 822 Windsor Road, Rouse Hill in the State of New South Wales, Company Director, state:

1. I am identical with and the same person as **ROBY JAMES THOMAS**, the registered proprietor of the whole of the land in Certificate of Title Volume 14346 Folio 190.
2. I do not know how I came to have my first christian name registered as **ROBY** as I have always used the first christian name **RORY** and am known by that name.
3. I request that Certificate of Title Volume 14346 Folio 190 be amended to show my correct first christian name as **RORY**.

AND I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING THE SAME TO BE TRUE AND BY VIRTUE OF THE OATS ACT 1900



Sworn at Rouse Hill  
in the State of New South Wales  
on 22nd day of AUGUST

1994

before me:







Restriction on User No. 1709057.

ENCUMBRANCES, &c., REFERRED TO.

56-437-2 K 1165-1  
A very short note will suffice.

by or with the consent of the transferees or their assigns.  
(11) The foregoing covenants on any of them may be released varied or modified to be apartment and the lands comprised in the said deposited Plans.  
(12) The lands to which the benefit of the foregoing covenants is intended land hereby transferred.  
(13) That the land subject to the burden of the foregoing covenants is the

EXPLICITLY AGREED AND PROVIDED THAT:-

respect of every such lease for the time being executed, and in all respects  
transferee or his assigns such consent shall be deemed to have been given in  
transferees and their assigns and in favour of any person dealing with the  
consent shall not be withheld if such lease is executed without expense to the  
relinquishing land without the consent of the transferees or their assigns but such  
shall be executed upon the land hereby transferred to divide it from such  
thereof by the transferees or their assigns other than purchasers on sale no lease  
comprised in deposited Plans No. 23103 and 20203 but only during the ownership  
(c) For the benefit of the adjoining land owned by the transferees being the land  
needed for the manufacture of bricks, tiles or pottery ware.

erected thereon nor shall the transferee use or permit or allow the said lot to be  
except for the purpose of excavating for the foundations of any building to be  
or removed or permitted to be excavated carried away or removed from the said lot  
(b) No earth, clay, stone, gravel, soil or sand shall be excavated carried away  
used for the purpose of a dwelling house.  
(a) Any main building to be erected on the lot hereby transferred shall only be

GENERAL COVENANTS with the transferees and their assigns as follows:-

AND the transferee as to bind himself his executors administrators and assigns  
and the transferee covenant(s) with the transferee

Strike out if unnecessary, or  
suitably amend.  
(1) If any easements are to  
be created or any excep-  
tions to be made, or  
(ii) If the statutory covenants  
are implied by the Act  
and intended to be varied  
or modified.  
Covenants should comply with  
the provisions of Section 88 of  
the Conveyancing Act, 1919.

K467164

W

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

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

Execution may be proved where the parties are resident: (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

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

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Consul or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner, and Consular Agent and includes a consular agent appointed to hold or act in the office of Consular, Official Secretary or Assistant Official Secretary at the Australian Commissioners' Office in Singapore or of Secretary at the Australian Military Mission in Berlin) or of Agent General in London of the State of New South Wales or of Secretary, N. S. W. Government Offices, London, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at Adelaide the 22<sup>nd</sup> Day of June 1966  
Signed in my presence by the transferor }  
are } RBAT  
WHO IS PERSONALLY KNOWN TO ME } ETT  
} GGT  
E. Sueroo J.P.

Edwin Terry  
Transferor  
gg terry

SIGNED by the said PEARL BEATY SALBERT  
who is personally known to me -  
P. Beatty  
Solicitor  
High

K. P. E. Sheriff  
Directing Party.

Signed in my presence by the transferee }  
WHO IS PERSONALLY KNOWN TO ME }  
[Signature]

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

A. H. Menich  
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.  
(To be signed at the time of executing the within instrument.)

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

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

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

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

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

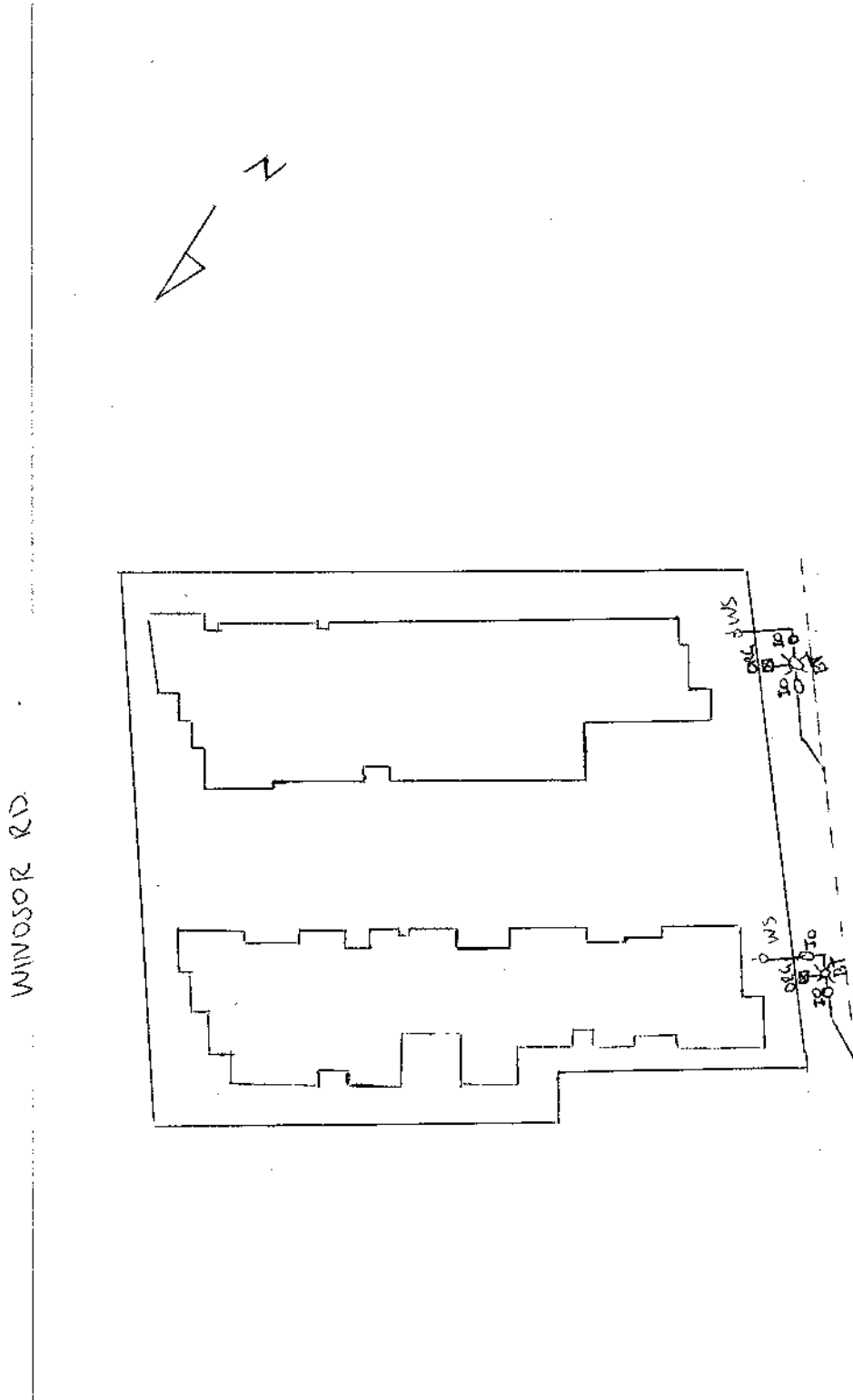
† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must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

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



# Sewer Service Diagram

Application Number: 8001436476



Symbol	Description
Circle with 'C'	Chamber
Square with 'F'	Flow Pipe
Square with 'G'	Grease Interceptor
Square with 'P'	Pump Unit
Square with 'E'	Electric Valve
Square with 'T'	Truss Treatment System
Square with 'S'	Saline Capped Port
Square with 'P'	Pressure Potentiometer
Square with 'F'	Flow Pipe
Square with 'M'	Manhole
Square with 'V'	Valve
Square with 'W'	Waste
Square with 'A'	Air
Square with 'B'	Bath
Square with 'E'	Elbow
Square with 'C'	Clean Out
Square with 'F'	Flow
Square with 'N'	Nest
Square with 'S'	Shower
Square with 'J'	Joint
Square with 'A'	Access
Square with 'B'	Bulkhead
Square with 'C'	Chimney
Square with 'D'	Down
Square with 'E'	End
Square with 'F'	Flow
Square with 'G'	Gas
Square with 'H'	Hot
Square with 'I'	Iron
Square with 'J'	Joint
Square with 'K'	Key
Square with 'L'	Lead
Square with 'M'	Manhole
Square with 'N'	Nest
Square with 'O'	Open
Square with 'P'	Pipe
Square with 'Q'	Quality
Square with 'R'	Radius
Square with 'S'	Shower
Square with 'T'	Truss
Square with 'U'	Under
Square with 'V'	Valve
Square with 'W'	Waste
Square with 'X'	Exit
Square with 'Y'	Yield
Square with 'Z'	Zone

© Size of New South Wales Strata NSWF/T/9619/A/1/2014

SEWER SERVICE DIAGRAM  
 2019/194 HOUSE NO 828  
 290 502C  
 1300  
 Date 2/16/19  
 Signature [Handwritten Signature]

NOTES:  
 This diagram was prepared by the plumber/drafter and is not to be used for excavation.  
 It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.  
 Any excavation should be done at the assumed (not verified) position of private sewerage services.  
 Further acceptable abbreviations may be used as identified in ADONIS 3502.2005 Secondary Plumbing and Drainage Table 5.1 and Fair Trading's Sewer Service Diagram Requirements Document.

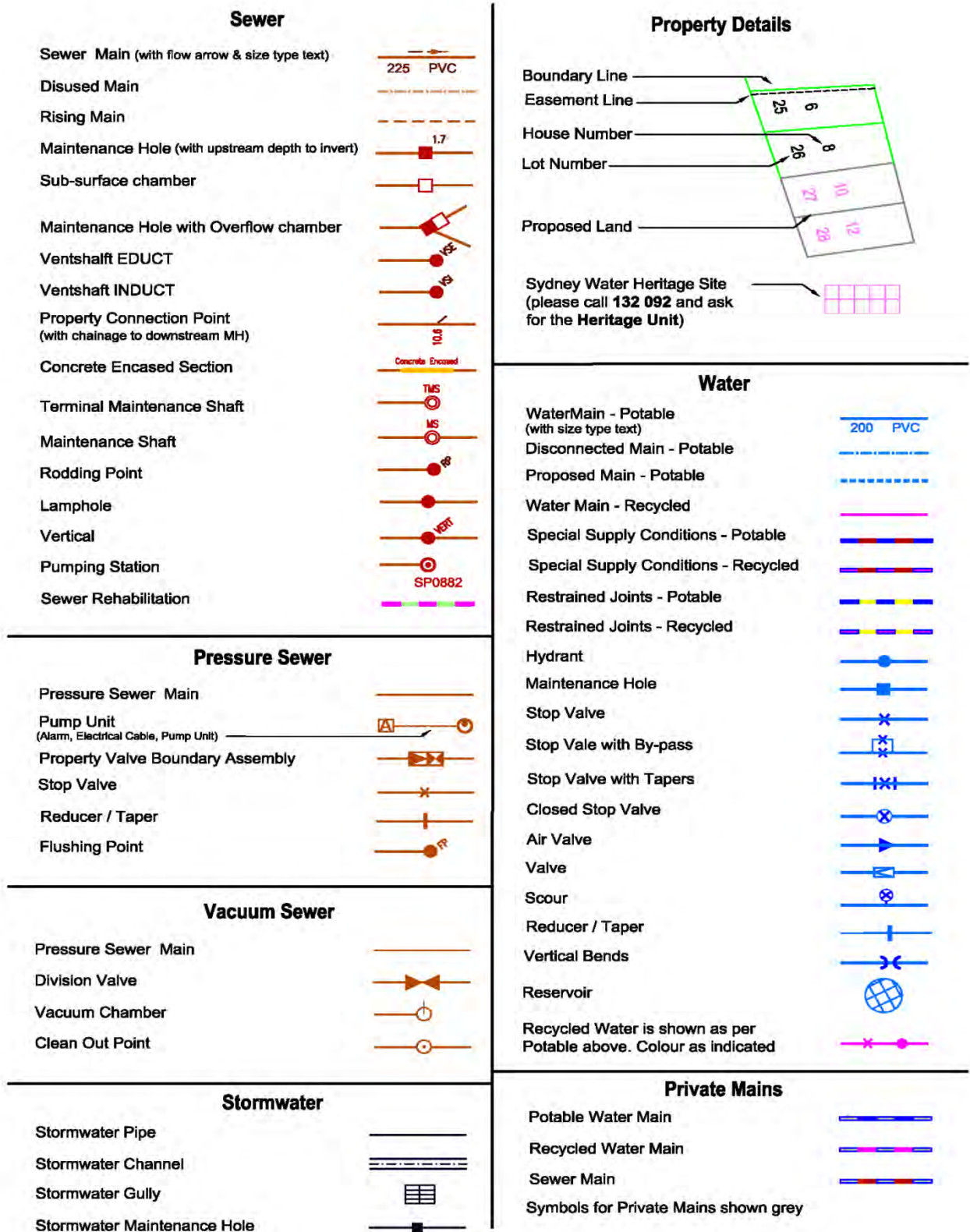
**Disclaimer**

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



# Asset Information

## Legend



### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property: UNIT  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (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 2010 (NSW)* :
  - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy 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:
- when did construction of the swimming pool commence?
  - is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - 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:
- Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - 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?
  - Is the vendor aware of:
    - any road, drain, sewer or storm water channel which intersects or runs through them?
    - any dedication to or use by the public of any right of way or other easement over any part of them?
    - any latent defects in them?
  - Has the vendor any notice or knowledge of them being affected by the following:
    - any resumption or acquisition or proposed resumption or acquisition?
    - 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.
    - 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?
    - any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - any realignment or proposed realignment of any road adjoining them?
    - 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.

# Planning certificate

## Section 10.7 (2)

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

### Applicant details

SETO & NESTO CONVEYANCING	<b>Your reference</b>	VICTOR
PO BOX 6657, ROUSE HILL TOWN CENTRE		WENTAO
ROUSE HILL NSW 2155		HUANG

### Certificate details

<b>Certificate no.</b>	PL2025/13807	<b>Fee</b>	<b>\$71.00</b>
<b>Date issued</b>	05 November 2025	<b>Urgency fee</b>	<b>N/A</b>
<b>Receipt no</b>	ReceiptNo		

### Property information

<b>Property ID</b>	390016	<b>Land ID</b>	388582
<b>Legal description</b>	LOT 40 SP 98453		
<b>Address</b>	220/5 ADONIS AVENUE ROUSE HILL NSW 2155		
<b>County</b>	CUMBERLAND	<b>Parish</b>	GIDLEY

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

#### Disclaimer

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

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

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

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

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

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

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

## Employment Land Zones Reforms

From 26 April 2023, [State Environmental Planning Policy Amendment \(Land Use Zones\) 2022 \(829\)](#) applies.

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

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

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

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

## Section 10.7 (2)

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

### 1. Relevant planning instruments and development control plans

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#### 1.1 Environmental planning instruments

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

As at the date of this certificate the abovementioned land is not affected by Blacktown Local Environmental Plan 2015.

The land is affected by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

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

#### 1.2 Development control plans

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

Blacktown City Council Growth Centre Precincts Development Control Plan 2010 (Growth Centres DCP 2010) applies to the subject site.

The Growth Centres DCP 2010 applies to land where either of these State Environmental Planning Policies (SEPPs) apply: SEPP (Precincts - Central River City) 2021 or SEPP (Precincts - Western Parkland City) 2021 (formerly zoned under SEPP Sydney Region Growth Centres) 2006.

The Growth Centres DCP 2010 includes Schedules that contain additional development controls for the Precinct that the site is contained in. Refer to the relevant Schedule for those additional controls.

Note that Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies, except where specifically referred to in one of the above SEPPs or in the Growth Centres DCP 2010.

#### 1.3 Proposed environmental planning instruments

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

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

- **State Environmental Planning Policy (Sustainable Buildings) 2022**  
On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.
- **Review of Clause 4.6**  
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.
- **Amendment to the then State Environmental Planning Policy (State and Regional Development)**  
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.
- **Amendment to the then Infrastructure State Environmental Planning Policy**  
The then NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.
- **Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006**  
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.
- **Proposed State Environmental Planning Policy (Environment)**  
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

#### **1.4 Proposed development control plans**

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

## 2. Zoning and land use under relevant environmental planning instruments

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

### 2.1 Zoning

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

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

#### **Zone R3 Medium Density Residential**

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

##### **2 Permitted without consent**

*Home occupations*

##### **3 Permitted with consent**

*Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Shop top housing; Studio dwellings; Any other development not specified in item 2 or 4*

##### **4 Prohibited**

*Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolid waste applications; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Entertainment facilities; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industries; Marinas; Mortuaries; Moveable dwellings; Office premises; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restriction facilities; Retail premises; Rural supplies; Rural workers' dwellings; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Waste or resource management facilities; Wholesale supplies.*

## Zone SP2 Infrastructure

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

### **2 Permitted without consent**

*Nil*

### **3 Permitted with consent**

*The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose; Drainage; Earthworks; Environmental protection works; Flood mitigation works; Roads; Water recycling facilities; Waterbodies (artificial)*

### **4 Prohibited**

*Any development not specified in item 2 or 3.*

## 2.2 Zoning under draft Environmental Planning Instruments

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

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

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

## 2.3 Additional permitted uses

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

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

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

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofield's Precinct Plan, and Blacktown Growth Centres Precinct Plan.

Environmental planning instrument	Provisions - Additional permitted uses
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

## 2.4 Minimum land dimensions for the erection of a dwelling house

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

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

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

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

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

## 2.5 Biodiversity

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

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

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

## 2.6 Conservation area

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

- a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:
  - Bushland surrounding Prospect Reservoir, Prospect

- Plumpton Park, Plumpton
  - Nurragingy Reserve, in Doonside/Rooty Hill/Glendenning
  - Doctor Charles McKay Reserve, Mount Druitt
  - Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
  - Shanes Park woodland
  - Wianamatta Regional Park, Ropes Crossing
  - Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street
  - Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.
- b) The Cumberland Plain Conservation Plan may apply to the site. Under the plan, there is land that is specified as ‘certified urban capable land’ where certain controls apply. There is also land specified as ‘certified major transport corridor’.

The areas where the plan applies are:

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

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

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

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

[https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP\\_View](https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View)

## 2.7 Heritage

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

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

## 3. Contributions plans

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### 3.1 Contribution plans

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

*Contributions Plan No. 22L - Rouse Hill (Land)* applies to the subject land.

*Contributions Plan No. 22W - Rouse Hill (Works)* applies to the subject land.

### 3.2 Draft contributions plans

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

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

### 3.3 Special contributions

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

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

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

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

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

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

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

## 4. Complying development

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### 4.1 Where complying development codes apply

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

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

[www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

### 4.2 Variations to complying development codes

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

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

## 5. Exempt development

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### 5.1 Where exempt development codes apply

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

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

### 5.2 Variations to exempt development codes

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

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

## 6. Affected building notices and building product rectification orders

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### 6.1 Affected building notice in force

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

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

### 6.2 Affected building rectification order in force

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

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

### 6.3 Affected building rectification order – notice of intent

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

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

## 7. Land reserved for acquisition

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### 7.1 Current provisions

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

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

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

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

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

## 7.2 Draft provisions

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

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

## 8. Road widening and road realignment

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

### 8.1 The Roads Act 1993 Part 3 Division 2

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

### 8.2 An environmental planning instrument

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

### 8.3 A resolution of the Council

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

## 9. Flood related development controls

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The following outlines:

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

Yes/**No**

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

Yes/**No**

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

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

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

### Adoption - Local Overland Flow Flood Study

On 22 May 2024, Council adopted the Blacktown Overland Flow Flood Study. The updated overland flow flood maps can be viewed here: <https://blacktown.macrogis.com.au/flood/>

Please be advised also that over time, the information on any section 10.7 planning certificate issued for land will be updated to reflect the updated overland flow affectation for that land, as adopted by Council on 22 May 2024.

Further information can be found here: <https://www.blacktown.nsw.gov.au/Our-environment/Waterways/Flooding-in-the-Blacktown-local-government-area/Flood-studies>

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

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

### 10.1 Land slip

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

### 10.2 Bush fire

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

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

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

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

### **10.3 Tidal inundation**

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

### **10.4 Subsidence**

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

### **10.5 Acid sulfate soils**

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

### **10.6 Contamination**

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

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

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

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

### **10.7 Aircraft noise**

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

### **10.8 Salinity**

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

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

### **10.9 Coastal hazards**

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

### 10.10 Sea level rise

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

### 10.11 Other risks

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

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

## 11. Bushfire prone land

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

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

## 12. Loose-fill asbestos insulation

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

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

## 13. Mine subsidence

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

## 14. Paper subdivision information

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### 14.1 Development plan adopted

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

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

### 14.2 Development plan adopted – subject to ballot

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

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

### 14.3 Subdivision order

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

The land is not subject to a subdivision order.

## 15. Property vegetation plans

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

## 16. Biodiversity stewardship sites

---

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

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

## 17. Biodiversity certified land

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

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

All or part of the land is biodiversity certified land under the Biodiversity Conservation Act 2016.

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

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

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

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

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

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

---

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

## 20. Western Sydney Aerotropolis

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

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

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

### 20.2 On the Lighting intensity and Wind shear map

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

### 20.3 On the Obstacle limitation surface map

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

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

### 20.4 On the Public safety area map:

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

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

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

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

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

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

## 21. Development consent conditions for seniors housing

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

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

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

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### 22.1 Site compatibility certificate

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

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

### 22.2 SEPP Housing - conditions of consent

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

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

## 22.3 SEPP Affordable rental housing - conditions of consent

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

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

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

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### 23.1 Significant contamination

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

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

### 23.2 Management order

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

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

### 23.3 Voluntary management proposal

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

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

### 23.4 Maintenance order

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

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

### 23.5 Site audit statement

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

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

## Attachment 1 – State Environmental Planning Policies

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

### State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

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

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

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

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

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

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

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

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

### State Environmental Planning Policy No 65 - Design Quality of Apartments

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

### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This policy contains:

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

### **State Environmental Planning Policy (Industry and Employment) 2021**

This policy contains planning provisions:

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

### **State Environmental Planning Policy (Planning Systems) 2021**

This policy:

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

### **State Environmental Planning Policy (Primary Production) 2021**

This policy contains planning provisions:

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

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

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

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

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

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

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

### **State Environmental Planning Policy (Resilience and Hazards) 2021**

This policy contains planning provisions:

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

### **State Environmental Planning Policy (Resources and Energy) 2021**

This policy contains planning provisions:

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

### **State Environmental Planning Policy (Transport and Infrastructure) 2021**

This policy contains:

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

End of certificate