

- (d) a reference to a document (including this Order) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Order, and a reference to this Order includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) "includes" in any form is not a word of limitation; and
- (j) a reference to "\$" or "dollar" is to Australian currency.

## **2.2 Body or authority ceases to exist**

If a body or an authority (other than a party) referred to in this Order ceases to exist, reference to it is to be taken to be to the body or authority that replaces it or, if it is not replaced, that then serves substantially the same functions. Reference to the head or other officer of the body or authority that has ceased to exist is to be taken to be to the head or other officer of the body or authority that replaces it or serves substantially the same function.

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## **3. Run with the Lot Burdened**

The conditions, covenants and restrictions in this Order are covenants and agreements between:

- (a) the Prescribed Authority and Landcom for itself and its successors, assigns and transferees; and
- (b) the Proprietor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements.

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## **4. Dispute resolution**

### **4.1 Notice of Dispute**

- (a) If a dispute between any of the Proprietor, the Prescribed Authority and Landcom arises in connection with:
  - (i) any of the positive covenants in this Order; or
  - (ii) the subject matter of any of the positive covenants in this Order, including:
    - A. the Proprietor's dissatisfaction with any decision of the Prescribed Authority and Landcom; or

- B. the failure of the Prescribed Authority and Landcom to make a determination on any matter or thing contemplated to be within the scope of responsibility of the Prescribed Authority and Landcom by this Order,

then any party may give to the other parties a notice of dispute in writing adequately identifying and providing details of the dispute.

- (a) The Proprietor, the Prescribed Authority and Landcom must continue to perform their respective obligations under this Order if there is a dispute but will not be required to complete the matter the subject of the dispute, unless each party indemnifies the other parties against cost, damages and all losses suffered in completing the disputed matter if the dispute is not resolved in favour of the indemnifying party.

#### 4.2 Parties must attempt to resolve dispute

- (a) Before referring the matter to expert determination in accordance with clause 4.3, the representatives of the Parties to the dispute, which may include legal representatives, must first meet and use all reasonable endeavours to resolve the matters raised in the notice of dispute (**Resolution Meeting**).
- (b) The Resolution Meeting must take place within 5 Business Days of the notice of dispute being received in accordance with the notice provisions set out in clause 4.
- (c) If the parties to the dispute have not resolved all of the matters raised by the notice of dispute within 3 Business Days of the Resolution Meeting, then any party to the dispute (or any remaining part of the dispute) may notify the other parties to the dispute (or any remaining part of the dispute) in writing that it requires the dispute (or any remaining part of the dispute) to be referred to an independent expert for determination in accordance with clause 4.3.

#### 4.3 Choice of expert

- (a) A dispute to be referred to an expert in accordance with clause 4.2(c) must be determined by a suitably qualified and experienced person selected by one of the independent experts listed in the following table depending on the field of dispute.

Field of Dispute	Expert
Any dispute	The President of the Law Society of New South Wales

#### 4.4 Expert Determination Deed

Within 5 Business Days of the notice being issued under clause 4.2(c), the Prescribed Authority and the Proprietor must enter into, and must procure the person selected by the independent expert to enter into, an expert determination deed.

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### 5. Notices

#### 5.1 Proprietor's address for service

The Proprietor must notify the Prescribed Authority and Landcom of the address to be used by the Prescribed Authority and Landcom for the purposes of giving any notice or other communication on the Proprietor in connection with this Order (which address may be updated from time to time).

## 5.2 How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Order:

- (a) must be given to a party:
  - (i) using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post, or email; and
  - (ii) using the address or other details for the party set out below (or as otherwise notified by that party to each other party from time to time under this clause 5):

### Prescribed Authority

Name: Sydney Metro  
Address: 680 George Street Sydney NSW 2000  
Email: Michael.Zissis@transport.nsw.gov.au  
For the attention of: Michael Zissis

### Landcom

Name: Landcom  
Address: Level 14, 60 Station Street  
Email: reception@landcom.nsw.gov.au  
For the attention of: David Schofield

### Proprietor

To the address notified (from time to time) by the Proprietor to the Prescribed Authority and Landcom pursuant to clause 5.1.

- (b) must be in legible writing and in English;
- (c) (in the case of communications other than email) must be signed by the sending party or by a person duly authorised by the sending party;
- (d) (in the case of email) must:
  - (i) state the name of the sending party or a person duly authorised by the sending party and state that the email is a communication under or in connection with this Order; and
  - (ii) if the email contains attachments, ensure the attachments are in PDF or other non-modifiable format the receiving party can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

## 5.3 When notice taken to be received

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Order is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;

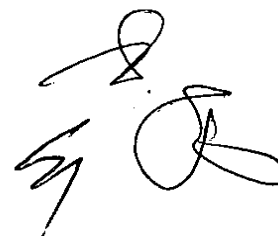
- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the first to occur of:
  - (i) receipt by the sender of an electronic acknowledgement from the recipient's information system showing confirmation of delivery to the recipient's email address; and
  - (ii) 4 hours after the time sent (as recorded on the sender's information system ) unless the party sending the email receives an automated message that the email has not been delivered,

provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
  - (i) the recipient is absent from the place at which the communication is delivered or sent;
  - (ii) the communication is returned unclaimed; and
  - (iii) (in the case of email) the email or any of its attachments is opened by the recipient;
- (f) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
- (g) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is delivered or sent).

#### **5.4 Notices sent by more than one method of communication**

If a communication delivered or sent under this clause 5 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 5.3.



I certify that I am an eligible witness and that an authorised officer of Sydney Metro ABN 12 354 063 515 signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below:

Signature of witness:

*Mel Coraw*

Signature of authorised officer:

*[Signature]*

Name of witness:

*Melissa Coraw*

Authorised officer's name: *Jon Lamonte*

Address of witness:

*680 George St, Sydney*

Authority of officer: *Chief Executive*

Signing on behalf of:

*Sydney Metro*

*Certified correct for the purposes of the Real Property Act 1900.*

Signed for and on behalf of **Landcom ABN 79 268 260 688** by its attorneys jointly under power of attorney Book 4749 No 274 dated 31 August 2018. By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

Signed in the presence of:

*[Signature]*

Signature of witness

*Adam Turnbull*

Name of witness

*60 Station St Parramatta*

Address of witness

*[Signature]*

Signature of attorney

Name of attorney

**Scott Gregg**  
*Executive General Manager Projects*

Position of attorney

Signed in the presence of:

*[Signature]*

Signature of witness

**AMANDA ALASSAD-BRUUN**

Name of witness

*Senior Solicitor  
LANDCOM*

Address of witness

*Level 14, 60 Station Street  
Parramatta NSW 2150*

*[Signature]*

Signature of attorney

**MATTHEW BEGGS**

Name of attorney

*Executive General Manager  
Partnerships and Business Development*

Position of attorney

Form: 13PVP  
Release: 4-0

**POSITIVE COVENANT  
AFFECTING LAND VESTED  
IN A PRESCRIBED AUTHORITY**  
New South Wales



**AP496937N**

Section 88D(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**

Lots 293 and 294 in Deposited Plan 1213279

(B) **LODGED BY**

Document Collection Box  <b>185H</b>	Name, Address or DX, Telephone, and Customer Account Number if any Clayton Utz, Lawyers DX 370 Sydney Telephone: 9353 4000 Reference: <u>C/Eggleton 80191836</u>	CODE  <b>PR</b>
	12311C	

(C) **PRESCRIBED AUTHORITY**

Sydney Metro ABN 12 354 063 515

(D) The prescribed authority, being the registered proprietor of the abovementioned land, applies to have a recording made in the Register of a positive covenant affecting the above land the terms of which are set out in a true copy of the relevant order dated \_\_\_\_\_ annexed hereto and marked A and certifies that no person or corporation has acquired an interest in the above land.

**DATE** \_\_\_\_\_

(E) I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence. [See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the prescribed authority.

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

Signature: \_\_\_\_\_

Name of witness: SEE ANNEXURE A

Name: SEE ANNEXURE A

Address of witness: \_\_\_\_\_

Position: \_\_\_\_\_

## ANNEXURE "A" TO POSITIVE COVENANT AFFECTING LAND VESTED IN A PRESCRIBED AUTHORITY PURSUANT TO SECTION 88D OF THE CONVEYANCING ACT 1919

### Order made pursuant to Section 88D of the Conveyancing Act 1919

- (a) **Land the subject of the Order:** refer to item (A) on the Positive Covenant Affecting Land vested in a Prescribed Authority, Form PVP
- (b) **Particulars of the Order:** as set out below.
- (c) **Prescribed authority in which the land is vested:** Sydney Metro ABN 12 354 063 515

### TERMS OF ORDER

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## 1. Order

By this Order:

### 1.1 Definitions

**Adaptation and Community Resilience Plan** means a 'plan' (as defined in, and consistent with, the Green Star guidelines published by GBCA) in respect of the Development, based on the recommended actions from the existing "Landcom Climate and Community Resilience, 'Tallawong Precinct' Report" performed by Landcom for the Development and provided by Landcom to the Proprietor.

**Affordable Housing** has the same meaning it has in the EP & A Act.

**Affordable Housing Guidelines** mean the guidelines for the provision of affordable housing prepared by Landcom.

**Affordable Housing Manager** means suitably qualified manager with the skills and expertise necessary to manage the Affordable Housing Units within the Development and who is satisfactory to the Prescribed Authority and Landcom (acting reasonably).

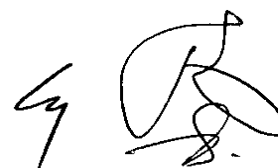
**Affordable Housing Percentage** means a percentage of not less than 5% of the residential GFA or 5% of the total number of residential dwellings, whichever is the higher.

**Affordable Housing Requirement** means the Proprietor providing to the Prescribed Authority and Landcom or such Affordable Housing Manager as nominated by the Prescribed Authority and Landcom, a sufficient number of Affordable Housing Units to equate to not less than the Affordable Housing Percentage of the total number of Residential Units on the terms set out in the Affordable Housing Guidelines.

**Affordable Housing Units** means a Residential Unit to be used for Affordable Housing.

**Approvals** means any approvals, consents, modifications, certificates under Division 6.5 of the Act, Construction Certificates, Complying Development Certificates, permits, endorsements, licences, conditions or requirements (and any modifications or other variations to them) which may be required by Law for the carrying out of any part of the Development including the SSDA.

**Arts, Culture and Local Heritage Requirement** means achieving full points, certified in the Green Star Communities 'Culture, Heritage and Identity' credit (Green Star Communities v1.1)



**Biodiversity Enhancement Requirement** means achieving 1 certified point in the Green Star Communities 'Ecological Value' credit (Green Star Communities v1.1)

**Complying Development Certificate** means a complying development certificate referred to in section 4.27 of the EP & A Act.

**Construction Certificate** means a certificate referred to in section 6.4(a) of the EP & A Act.

**Development** means the procuring of Approvals for, and the financing, design, construction, management, maintenance and marketing of, Improvements on the Lot Burdened.

**DA** means an application for Development Consent.

**Development Consent** has the meaning given to the term "development consent" in the EP & A Act.

**Digital Infrastructure Requirement** means achieving full points, certified in the Green Star Communities 'Digital Infrastructure' credit (Green Star Communities)

**Electric Vehicle Charge Points/Stations (EV)** means shared EV charging points or fast charge stations on the basis that the total number of EV charging points or fast charging stations will be 10% or greater of the total number of parking spaces in the project

**EV Charge Station Requirement** means the delivery of EV Charge Points or Fast-Stations on the basis that the total number of EV charge points or fast-charge stations will be  $\geq 10\%$  of the total number of parking spaces provided in the Development (including public realm).

**EP & A Act** means the Environmental Planning and Assessment Act 1979 (NSW).

**Final Occupation Certificate** means an Occupation Certificate issued in respect of either the whole of the Development or the final stage of the Development (where the Development is a staged development).

**GBCA** means the Green Building Council of Australia or any successor.

**GHG Reduction Requirements** means the Development is designed and delivered to achieve a minimum of 3 certified points in the Green Star Communities Greenhouse Gas Strategy "25A Greenhouse Gas Strategy – Performance Pathway" credit (Green Star Communities v1.1).

**Green Star Requirement** means procuring certification by the GBCA that the overall Development achieves a Green Star - 5 Star Communities rating (pursuant to the ratings tool published as at the date of this Order).

**Law** means:

- (a) the common law including principles of equity;
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by Public Authorities; and
- (c) present or as they may apply in the future.

**Landcom** means Landcom, a statutory State of New South Wales owned corporation incorporated under section 5(1) of the *Landcom Corporation Act 2001* (NSW).

**LHA** means Livable Housing Australia (or if that body ceases to exist, such equivalent body as determined by Landcom acting reasonably).

**LHA Requirement** means 'Silver' (or better) 'design' and 'as built' certification by LHA in respect of 20% of the total number of residential dwellings within the Development.

**Lot Burdened** means Lot 293 and Lot 294.

**Lot 293** means lot 293 in deposited plan 1213279.

**Lot 294** means lot 294 in deposited plan 1213279

**NABERS** means the National Australian Built Environment Rating System for office buildings published by the New South Wales Department of Environment and Climate Change.

**NABERS Requirements** means achieving the following ratings in respect of the base building of the Development (measured having regard to the relevant ratings current as at 1 July 2018) in respect of:

- (a) NABERS Energy: 5-Star (base building); and
- (b) NABERS Water: 5-Star (base building).

**On-site Energy Infrastructure** means renewable energy infrastructure which is situated onsite within the Development.

**On-site Energy Requirement** means the delivery of On-site Energy Infrastructure which is capable of generating at least 5% of the total predicted energy demand of the Development (once completed and occupied).

**Order** means this order.

**Planning Covenant** means the public positive covenant registered number [ <sup>AP 496 939</sup> ~ ].

**Potable Water Reduction Requirement** means the Development is designed and delivered to achieve a minimum of 4 certified points in the Green Star Communities 'Integrated Water Cycle Performance Pathway "24A.2 Water Sensitive Urban Design – Performance Pathway" credit (Green Star Communities v1.1).

**Prescribed Authority** means Sydney Metro ABN 12 354 063 515.

**Proprietor** means the registered proprietor of the Lot Burdened from time to time, but excludes the Prescribed Authority.

**Public Authority** means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body.

**Residential Units** means a part of the Development intended to be sold (or capable of being used) for residential purposes or used for Affordable Housing, which is to comprise a separate lot in the Development and includes any ancillary car spaces and storage areas.

**SSDA** means the state significant development approval under division 4.7 of the EP& A Act for the Lot Burdened.

**Substantial Commencement** means:

- (a) the Proprietor has entered into one or more contracts for the construction of the Development in which any preconditions to the commencement of the carrying out of the Development contained in such contract or contracts have been satisfied; and

- (b) the following Works have been completed:
- (i) site establishment;
  - (ii) bulk excavation;
  - (iii) detailed excavation; and
  - (iv) concrete foundations and slab on ground,
- for both the residential development (including the affordable housing component) and the retail and commercial development; and
- (v) 700-800m<sup>2</sup> of the northern end of the area described as "Village Park" in accordance with the approved DA and Construction Certificate, including delivery of turf and hardstand and completed in a manner that can achieve continuous activation in accordance with the Prescribed Authority's activation strategy.

**Sustainability Bond** means an irrevocable, unconditional undertaking to pay on demand an amount equal to \$125,000 with respect to Lot 293 and \$125,000 with respect to Lot 294, and which:

- (a) is from an insurance underwriter that Prescribed Authority and Landcom approve;
- (b) is in the form the Prescribed Authority and Landcom reasonably require;
- (c) undertakes to pay to the Prescribed Authority and Landcom jointly and severally without notice to the Proprietor; and
- (d) does not have an expiry date,

**Sustainability Default** means:

- (a) the failure of the Proprietor to satisfy any Sustainability Requirement on or before practical completion; or
- (b) any breach of the Sustainability Requirements which has not been rectified by the Proprietor within six months after Landcom has given written notice to the Proprietor to the relevant breach.

**Sustainability Requirements** means the requirements set out in this Order.

**Sustainable Timber Requirement** means utilisation of construction timber which is 100% (by cost) Forest Stewardship Council certified with chain of custody certificate, or such other certification as agreed by the parties (acting reasonably).

**Urban Heat Requirement** means the Development achieves full credit points, certified in accordance with the Green Star Communities Urban Heat Island Effect credit (Green Star Communities v1.1)

**Walkability Requirement** means the Development achieves full credit points, certified in accordance with the Green Star Communities 'Walkable Access to Amenities' credit (Green Star Communities v1.1)

**Waste** has the meaning given to this term in the definition of Waste Diversion Requirement.

**Waste Diversion Requirement** means the diversion of ≥95% of construction waste (as defined in the Protection of the Environment Operations Act 1997 (NSW)) (**Waste**) from landfill, excluding contamination or hazardous materials which are to be processed safely.

**Water Sensitive Urban Design Requirement** means a reduction in stormwater pollutant loads discharged from the Development of:

- (a)  $\geq 90\%$  in relation to gross pollutants;
- (b)  $\geq 85\%$  in relation to total suspended solids;
- (c)  $\geq 60\%$  in relation to total phosphorus; and
- (d)  $\geq 45\%$  in relation to total nitrogen.

**Works** means all works which the Proprietor will procure to be performed or carried out (whether or not on the Lot Burdened) in accordance with the Approvals.

## 1.2 Preparation of DA to satisfy Sustainability Requirements

- (a) The Proprietor must ensure that in any refinement of the SSDA Concept Design and in the preparation of any DA all designs are prepared in a manner which is consistent with satisfying or exceeding each of the Sustainability Requirements.
- (b) The Proprietor is deemed to warrant at the time of submitting each DA to the Prescribed Authority and Landcom for the purposes of the Planning Covenant, that:
  - (i) the design of the Development as set out in the SSDA Concept Design and any DA is consistent with achieving each of the Sustainability Requirements; and
  - (ii) the Development, when constructed in accordance with the DA, will achieve each of the Sustainability Requirement.
- (c) The Proprietor acknowledges that the Prescribed Authority and Landcom may, for the purposes of the Planning Covenant, withhold its consent to any DA which either the Prescribed Authority or Landcom reasonably considers is inconsistent with achieving any one or more of the Sustainability Requirements and may direct the Proprietor (at the Proprietor's cost) to make such amendments to the design of the Development or the DA in order to achieve compliance with the Sustainability Requirements.

## 1.3 Sustainability Bond

- (a) **(Delivery of Bond):**
  - (i) The Proprietor must deliver the Sustainability Bond to the Prescribed Authority and Landcom on the date it acquires the Lot Burdened (unless required to do so earlier).
  - (ii) The Proprietor provides the Sustainability Bond to the Prescribed Authority and Landcom as security for the performance of the Sustainability Requirements by the Proprietor.
- (b) **(Calling on Sustainability Bond):**
  - (i) If a Sustainability Default arises, the Prescribed Authority and Landcom may call on the Sustainability Bond to the extent of Landcom's liability, loss, damages, costs and expenses arising from or incurred in connection with the Sustainability Default (subject to any obligation Landcom may have to mitigate its loss) without notice to the Proprietor.

- (ii) The Proprietor must not do anything which could prevent or delay payment by the bank to Landcom or the Prescribed Authority under the Sustainability Bond.
  - (iii) Landcom and the Prescribed Authority's rights under this clause 1.3(b) are in addition to the other rights Landcom and the Prescribed Authority has in connection with the Proprietor's default.
- (c) The Proprietor acknowledges and agrees that:
  - (i) a fundamental assumption in the calculation of the quantum of the Sustainability Bond was a pre-estimate of the losses to be incurred by the Prescribed Authority and Landcom arising from or in connection with the Sustainability Default;
  - (ii) the Prescribed Authority and Landcom have a legitimate commercial basis to call on the Sustainability Bond in the circumstances and in the manner contemplated in this clause;
  - (iii) the payment of the Sustainability Bond to the Prescribed Authority and Landcom is a genuine pre-estimate of the losses to be incurred by the Prescribed Authority and Landcom if the Development does not achieve the Sustainability Requirements including the costs likely to be incurred in remedying the breach or taking such action to ensure that the Sustainability Requirements are complied with;
  - (iv) the quantum of the Sustainability Bond has been calculated by reference to the costs likely to be incurred in remedying the breach or taking such action to ensure that the Sustainability Requirements are complied with.
- (d) **(Replacement of Sustainability Bond):**

If Landcom and the Prescribed Authority receive a payment under the Sustainability Bond under clause 1.3(b), the Proprietor must give Landcom on demand an additional or replacement Sustainability Bond so that the amount of the Sustainability Bond is restored to the required amount.
- (e) **(Release of Sustainability Bond):**
  - (i) Subject to the Proprietor having complied with each of the Sustainability Requirements, after the date on which the Final Occupation Certificate has issued, the Proprietor may give notice to Landcom and the Prescribed Authority confirming that the Final Occupation Certificate has issued and requesting the return of the Sustainability Bond.
  - (ii) If Landcom and the Prescribed Authority is satisfied (acting reasonably) that the Proprietor has complied with each of the Sustainability Requirements, Landcom and the Prescribed Authority must return the Sustainability Bond to the Proprietor within 15 Business Days of receiving a request under clause 1.3(e)(i).

#### **1.4 Failure to satisfy Sustainability Requirements**

- (a) If at any time the Proprietor does not comply with the terms of this Order or the Sustainability Requirements:
  - (i) the Prescribed Authority and Landcom may require the Proprietor to prepare a cure plan to address that non-compliance or non-implementation; and

- (ii) the Proprietor must promptly prepare an cure plan and submit that plan to the Prescribed Authority and Landcom for its approval.
- (b) The Prescribed Authority and Landcom may, in respect of a cure plan prepared by the Proprietor pursuant to clause 1.4(a), give or withhold its approval, or give its approval with conditions to such draft cure plan.
- (c) If the Prescribed Authority and Landcom do not approve the cure plan, then the Prescribed Authority and Landcom will notify the Proprietor in writing of any required changes to the cure plan. The Proprietor must make appropriate changes to the cure plan and re-submit it to the Prescribed Authority and Landcom for approval. The process set out in this clause 1.4 continues until the cure plan in its final form is approved by the Prescribed Authority and Landcom.
- (d) If the Prescribed Authority and Landcom gives notice to the Proprietor approving a cure plan (including any approval which is given with conditions), the Proprietor must promptly implement that cure plan as approved by the Prescribed Authority and Landcom and must continue to comply with the cure plan (and any conditions specified by the Prescribed Authority and Landcom in approving the cure plan) so as to satisfy the terms of the cure plan.

## 1.5 Ratings and memberships

- (a) (Industry ratings):

The Proprietor must:

- (i) design, construct, manage and operate the Development in a manner that satisfies the ratings and/or certification requirements set out in this clause 1.5;
- (ii) deliver copies of the relevant certifications to the Prescribed Authority and Landcom on an annual basis (unless otherwise agreed);
- (iii) ensure the Development has obtained any certifications or re-certification certificates at time of practical completion; and
- (iv) do all things reasonably necessary to obtain the certification agreements required or contemplated under this clause 1.5.

- (b) (Certifications):

The Proprietor must deliver the certifications set out in column 2 (Certifications) by the time set out in column 3 (Timing) of this table:

Summary	Certification	Timing
<b>Green Star Communities certification</b>	The Proprietor must procure the certification of the Development confirming that the Development meets or exceeds the minimum Green Star Requirement.	On the occurrence of each of the following: (i) prior to Substantial Commencement; and (ii) (without limiting subclause (iii)) at least once every 5 years after the date of Substantial Commencement and until a Final Occupation

		<p>Certificate has issued; and</p> <p>(iii) as soon as is practicable after a Final Occupation Certificate has issued.</p>
<b>NABERS certification</b>	The Proprietor must procure the certification of the Development confirming that the Development meets or exceeds the NABERS Requirements.	As soon as is practicable after the date on which a Final Occupation Certificate has issued.
<b>Supply Chain School Membership</b>	The Proprietor must maintain free membership with the Australian Sustainability Supply Chain School ( <b>Supply Chain School</b> ),	Commencing on or before the date of this Order, and continuing throughout the duration of the design, and construction of the Development.
<b>Supply Chain School Membership</b>	<p>The Proprietor must:</p> <p>(i) ensure that key staff complete regular online training modules; and</p> <p>(ii) must provide a summary report generated by the Supply Chain School online tool, of the training modules completed by key staff to the Prescribed Authority and Landcom.</p>	On an annual basis

## 1.6 Environmental Requirements

The Proprietor must deliver the requirements set out in column 2 (Requirements) by the time set out in column 3 (Timing) of this table:

Summary	Requirements	Timing
<b>General requirements</b>	<p>The Proprietor must:</p> <p>(a) design, construct, manage and operate the Development in a manner that satisfies the each of the requirements set out in this clause 1.6; and</p> <p>(b) deliver copies of the relevant certifications, modelling, reports, plans, maps, or other supporting documentation, to</p>	Prior to Substantial Commencement

	Landcom and the Prescribed Authority.	
<b>Water Sensitive Urban Design</b>	The Proprietor must demonstrate to Landcom and the Prescribed Authority that the design of the Development is modelled to achieve the Water Sensitive Urban Design Requirement.	Prior to Substantial Commencement
<b>On-site Energy Infrastructure</b>	The Proprietor must design and provide to Landcom and the Prescribed Authority evidence of the systems or methods which will be used to achieve the On-site Energy Requirements	Prior to Substantial Commencement
<b>On-site Energy Infrastructure</b>	The Proprietor must construct, commission and deliver the On-site Energy Infrastructure so that it is fully operational.	On or before the date on which a Final Occupation Certificate is issued.
<b>Resilience Plan</b>	The Proprietor must prepare and implement an Adaptation and Community Resilience Plan in respect of the Development, based on the recommended actions from the existing Landcom Climate and Community Resilience, 'Tallawong Precinct' Report, and provide a copy to Landcom and the Prescribed Authority.	Prior to Substantial Commencement
<b>Biodiversity enhancement</b>	The Proprietor must design and construct the Development in a manner which satisfies the Biodiversity Enhancement Requirement.	Prior to Substantial Commencement
<b>Urban heat island reduction</b>	The Proprietor must design and construct the Development in a manner which satisfies the Urban Heat Requirement.	Prior to Substantial Commencement

## 1.7 Waste Diversion and Sustainable Timber Requirements

The Proprietor must deliver the requirements set out in column 2 (Requirements) by the time set out in column 3 (Timing) of this table:

Summary	Requirements	Timing
<b>General requirements</b>	<p>The Proprietor must:</p> <ul style="list-style-type: none"> <li>(a) design, construct, manage and operate the Development in a manner that satisfies the Waste Diversion Requirement and the Sustainable Timber Requirement; and</li> <li>(b) deliver copies of the relevant management plans, reports, receipts, or other supporting documentation, to the Prescribed Authority and Landcom on a monthly basis (unless otherwise agreed).</li> </ul>	Throughout the construction period and until the date on which a Final Occupation Certificate is issued.
<b>Waste tracking</b>	<p>The Proprietor must do all things necessary in order to collect and record data in relation to:</p> <ul style="list-style-type: none"> <li>(a) the nature and quantum (measured by weight and volume) of any Waste handled or processed by the Proprietor at the Lot Burdened; and</li> <li>(b) the process of disposal of any Waste (including details of contractors and end disposal point).</li> </ul>	Throughout the construction period and until the date on which a Final Occupation Certificate is issued.
<b>Waste reporting</b>	The Proprietor must deliver copies of relevant waste reports, including waste receipts, to Landcom and the Prescribed Authority on a monthly basis.	Throughout the construction period and until the date on which a Final Occupation Certificate is issued
<b>Sustainable Timber Requirement</b>	<p>The Proprietor must:</p> <ul style="list-style-type: none"> <li>(a) report the quantity of timber used during to construction to Landcom and the ; and</li> <li>(b) deliver copies of all chain of custody certificates to Landcom on a monthly basis.</li> </ul>	Throughout the construction period and until the date on which a Final Occupation Certificate is issued

## 1.8 Affordable Housing

(a) **(Affordable Housing contribution):**

- (i) The Proprietor must design, construct and deliver the Development in a manner which satisfies the Affordable Housing Requirement

- (ii) The Proprietor must ensure that the Affordable Housing Units are provided to an Affordable Housing Manager to be owned or managed for a term of not less than 10 years.

(b) **(Nomination of Affordable Housing Units):**

- (i) The Proprietor agrees to ensure that each draft DA:
  - A. is in accordance with the Affordable Housing Guidelines, including the requirement for the Affordable Housing Percentage of the Residential Units to be used for Affordable Housing; and
  - B. identifies a mix of two and three bedroom Affordable Housing Units and the location of those units.
- (ii) Each time the Proprietor seeks the consent of Landcom and the Prescribed Authority to a DA pursuant to the Planning Covenant, the Proprietor must nominate a number of Affordable Housing Units equivalent to the Affordable Housing Percentage to be comprised within that component of the Development to which the DA relevantly relates and acknowledges that the Prescribed Authority and Landcom may withhold its consent to the DA in the event that:
  - A. the Affordable Housing Percentage is not offered; or
  - B. the nominated mix and location of proposed Affordable Housing Units is not in accordance with clause 1.8(a) or the Affordable Housing Guidelines.
- (iii) Where the Affordable Housing Percentage of the Residential Units for the purposes of clause 1.8(a) is not a whole number of Affordable Housing Units, the number of Affordable Housing Units to be offered will be the next lowest whole number.
- (iv) The Proprietor acknowledges that the Prescribed Authority and Landcom will not give its consent (for the purposes of the Planning Covenant) to any DA that refers to, or incorporates, the Affordable Housing unless and until it has been endorsed by Landcom and the Prescribed Authority as being in accordance with the Affordable Housing Guidelines.

## **1.9 LHA compliant dwellings**

The Proprietor must:

- (a) procure certification at both the design and as-built stages from LHA confirming that the design of the Development satisfies the LHA Requirement; and
- (b) deliver a copy of all design and as-built certifications received from LHA to the Landowner and Landcom on or before the date on which a Final Occupation Certificate is issued.

## **1.10 Design and Amenities**

The Proprietor must deliver the requirements set out in column 2 (Requirements) by the time set out in column 3 (Timing) of this table:

Summary	Requirements	Timing
<b>General requirements</b>	The Proprietor must: <ul style="list-style-type: none"> <li>(a) design, construct, manage and operate the Development in a manner that satisfies the each of the requirements set out in this clause 1.10; and</li> <li>(b) deliver copies of the relevant certifications, modelling, reports, plans, maps, or other supporting documentation, to Landcom or the Landowner.</li> </ul>	Prior to Substantial Commencement (unless otherwise specified).
<b>EV Charge Stations</b>	The Proprietor must design, construct, commission and deliver the EV Charge Stations sufficient to meet the EV Charge Station Requirement.	On or before the date on which a Final Occupation Certificate is issued.
<b>Walkability</b>	The Proprietor must design, construct, commission and deliver the Development sufficient to meet the Walkability Requirement	On or before Substantial Commencement
<b>Art, Culture and Local Heritage</b>	The Proprietor must design, construct, commission and deliver the Development sufficient to meet the Arts, Culture and Local Heritage Requirement	On or before Substantial Commencement

### 1.11 Process and timing for release

- (a) The Proprietor may request the Prescribed Authority to procure the release of this Order from the title of that part of the Lot Burdened for which the Final Occupation Certificate has been issued.
- (b) In making a request pursuant to clause 1.11(a), the Proprietor must provide the Prescribed Authority with:
  - (i) the Final Occupation Certificate for that part of the Lot Burdened for which the Proprietor is requesting a release from this Order; and
  - (ii) the form of document the Proprietor requires the Prescribed Authority to sign to procure the release of this Order from the title of that part of the Lot Burdened for which the Final Occupation Certificate has been issued.
- (c) Subject to clause 1.11(d), promptly and in any event no later than 10 Business Days after receipt of such request, document and evidence, and subject to the Prescribed Authority being satisfied (acting reasonably) with the evidence provided to it pursuant to clause 1.11(b)(i), the Prescribed Authority agrees (at its cost) to execute such document and give its written consent to the release of this Order from the title of that part of the Lot Burdened for which a Final Occupation Certificate has been issued.

- (d) The Prescribed Authority will not be required to consent to the release of this Order from the title of any other part of the Lot Burdened which is or will ultimately be part of the same registered lot where the Prescribed Authority determines (acting reasonably) that that part of the Lot Burdened is vacant and further works are reasonably likely to be carried out on that part of the Lot Burdened.

## 1.12 Name of person empowered to release, vary or modify positive covenant

Sydney Metro ABN 12 354 063 515 is the person empowered to release, vary or modify this Order.

---

## 2. Interpretation

### 2.1 Interpretation

In this Order:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this Order) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Order, and a reference to this Order includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "**includes**" in any form is not a word of limitation; and
- (k) a reference to "\$" or "**dollar**" is to Australian currency.

### 2.2 Body or authority ceases to exist

If a body or an authority (other than a party) referred to in this Order ceases to exist, reference to it is to be taken to be to the body or authority that replaces it or, if it is not replaced, that then serves substantially the same functions. Reference to the head or other officer of the body or

authority that has ceased to exist is to be taken to be to the head or other officer of the body or authority that replaces it or serves substantially the same function.

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### 3. Run with the Lot Burdened

The conditions, covenants and restrictions in this Order are covenants and agreements between:

- (a) the Prescribed Authority for itself and its successors, assigns and transferees; and
- (b) the Proprietor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements.

---

### 4. Dispute resolution

#### 4.1 Notice of Dispute

- (a) If a dispute between any of the Proprietor, the Prescribed Authority and Landcom arises in connection with:
  - (i) any of the positive covenants in this Order; or
  - (ii) the subject matter of any of the positive covenants in this Order, including:
    - A. the Proprietor's dissatisfaction with any decision of the Prescribed Authority and Landcom; or
    - B. the failure of the Prescribed Authority and Landcom to make a determination on any matter or thing contemplated to be within the scope of responsibility of the Prescribed Authority and Landcom by this Order,

then any party may give to the other parties a notice of dispute in writing adequately identifying and providing details of the dispute.

- (b) The Proprietor, the Prescribed Authority and Landcom must continue to perform their respective obligations under this Order if there is a dispute but will not be required to complete the matter the subject of the dispute, unless each party indemnifies the other parties against cost, damages and all losses suffered in completing the disputed matter if the dispute is not resolved in favour of the indemnifying party.

#### 4.2 Parties must attempt to resolve dispute

- (a) Before referring the matter to expert determination in accordance with clause 4.3, the representatives of the Parties to the dispute, which may include legal representatives, must first meet and use all reasonable endeavours to resolve the matters raised in the notice of dispute (**Resolution Meeting**).
- (b) The Resolution Meeting must take place within 5 Business Days of the notice of dispute being received in accordance with the notice provisions set out in clause 4.
- (c) If the parties to the dispute have not resolved all of the matters raised by the notice of dispute within 3 Business Days of the Resolution Meeting, then any party to the

dispute (or any remaining part of the dispute) may notify the other parties to the dispute (or any remaining part of the dispute) in writing that it requires the dispute (or any remaining part of the dispute) to be referred to an independent expert for determination in accordance with clause 4.3.

#### 4.3 Choice of expert

- (a) A dispute to be referred to an expert in accordance with clause 4.2(c) must be determined by a suitably qualified and experienced person selected by one of the independent experts listed in the following table depending on the field of dispute.

Field of Dispute	Expert
Any dispute	The President of the Law Society of New South Wales

#### 4.4 Expert Determination Deed

- (a) Within 5 Business Days of the notice being issued under clause 4.2(c), the Prescribed Authority and the Proprietor must enter into, and must procure the person selected by the independent expert to enter into, an expert determination deed.

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### 5. Notices

#### 5.1 Proprietor's address for service

- (a) The Proprietor must notify the Prescribed Authority and Landcom of the address to be used by the Prescribed Authority and Landcom for the purposes of giving any notice or other communication on the Proprietor in connection with this Order (which address may be updated from time to time).

#### 5.2 How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Order:

- (a) must be given to a party:
- (i) using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post, or email; and
  - (ii) using the address or other details for the party set out below (or as otherwise notified by that party to each other party from time to time under this clause 5):

##### Prescribed Authority

Name: Sydney Metro  
Address: 680 George Street Sydney NSW 2000  
Email: Michael.Zissis@transport.nsw.gov.au  
For the attention of: Michael Zissis

### **Landcom**

Name: Landcom  
Address: Level 14, 60 Station Street  
Email: [reception@landcom.nsw.gov.au](mailto:reception@landcom.nsw.gov.au)  
For the attention of: David Schofield

### **Proprietor**

- (iii) To the address notified (from time to time) by the Proprietor to the Prescribed Authority and Landcom pursuant to clause 5.1.
- (b) must be in legible writing and in English;
- (c) (in the case of communications other than email) must be signed by the sending party or by a person duly authorised by the sending party;
- (d) (in the case of email) must:
  - (i) state the name of the sending party or a person duly authorised by the sending party and state that the email is a communication under or in connection with this Order; and
  - (ii) if the email contains attachments, ensure the attachments are in PDF or other non-modifiable format the receiving party can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

## **5.3 When notice taken to be received**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Order is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the first to occur of:
  - (i) receipt by the sender of an electronic acknowledgement from the recipient's information system showing confirmation of delivery to the recipient's email address; and
  - (ii) 4 hours after the time sent (as recorded on the sender's information system ) unless the party sending the email receives an automated message that the email has not been delivered,

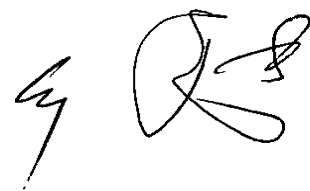
provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
  - (i) the recipient is absent from the place at which the communication is delivered or sent;

- (ii) the communication is returned unclaimed; and
  - (iii) (in the case of email) the email or any of its attachments is opened by the recipient;
- (f) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
- (g) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("**working day**" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is delivered or sent).

#### 5.4 Notices sent by more than one method of communication

If a communication delivered or sent under this clause 5 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 5.3.

Handwritten signature or initials in black ink, consisting of a stylized 'L' and a large, cursive 'R'.

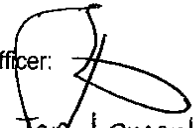
I certify that I am an eligible witness and that an authorised officer of Sydney Metro ABN 12 354 063 515 signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

*Mel Coram*

Signature of authorised officer:



Name of witness: *Melissa Coram*

Authorised officer's name: *Jon Lomonte*

Address of witness: *680 George St, Sydney*

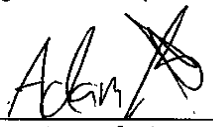
Authority of officer: *Chief Executive*

Signing on behalf of: *Sydney Metro*

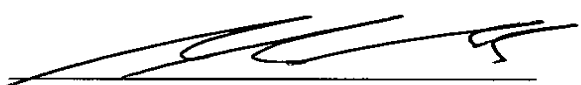
*Certified correct for the purposes of the Real Property Act 1900.*

Signed for and on behalf of **Landcom ABN 79 268 260 688** by its attorneys jointly under power of attorney Book 4749 No 274 dated 31 August 2018. By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

Signed in the presence of:



Signature of witness



Signature of attorney

*Adam Turnbull*

Name of witness

Name of attorney

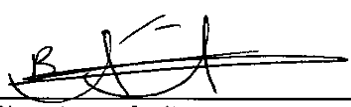
**Scott Gregg**  
Executive General Manager Projects

*60 Station St Parramatta*

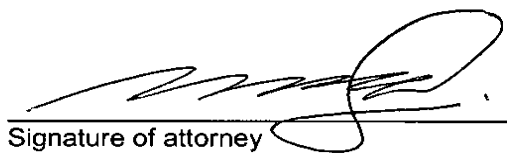
Address of witness

Position of attorney

Signed in the presence of:



Signature of witness



Signature of attorney

**AMANDA ALASSAD-BRUUN**

Name of witness

**MATTHEW BEGGS**

Name of attorney

Senior Solicitor  
LANDCOM  
Level 14, 60 Station Street  
Parramatta NSW 2150

Address of witness

Executive General Manager  
Partnerships and Business Development

Position of attorney

Form: 13PVP  
Release: 4.0

**POSITIVE COVENANT  
AFFECTING LAND VESTING  
A PRESCRIBED AUTHORITY**  
New South Wales  
Section 88D(3) Conveyancing Act



**AP496938L**

**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**

Lots 293 and 294 in Deposited Plan 1213279

(B) **LODGED BY**

Document Collection Box <b>185H</b>	Name, Address or DX, Telephone, and Customer Account Number if any Clayton Utz, Lawyers DX 370 Sydney Telephone: 9353 4000 Reference: <span style="border: 1px solid black; padding: 2px;">CEggleton</span> <span style="margin-left: 20px;">80191836</span>	CODE  <b>PR</b>
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(C) **PRESCRIBED AUTHORITY**

Sydney Metro ABN 12 354 063 515

(D) The prescribed authority, being the registered proprietor of the abovementioned land, applies to have a recording made in the Register of a positive covenant affecting the above land the terms of which are set out in a true copy of the relevant order dated ... annexed hereto and marked A and certifies that no person or corporation has acquired an interest in the above land.

DATE \_\_\_\_\_

(E) I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence. [See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the prescribed authority.

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

Signature: \_\_\_\_\_

Name of witness: SEE ANNEXURE A

Name: SEE ANNEXURE A

Address of witness: \_\_\_\_\_

Position: \_\_\_\_\_

**ANNEXURE "A" TO POSITIVE COVENANT AFFECTING LAND VESTED IN A PRESCRIBED  
AUTHORITY PURSUANT TO SECTION 88D OF THE CONVEYANCING ACT 1919**

**Order made pursuant to Section 88D of the Conveyancing Act 1919**

- (a) **Land the subject of the Order:** refer to item (A) on the Positive Covenant Affecting Land vested in a Prescribed Authority, Form PVP
- (b) **Particulars of the Order:** as set out below.
- (c) **Prescribed authority in which the land is vested:** Sydney Metro ABN 12 354 063 515

**TERMS OF ORDER**

---

**1. Order**

By this Order:

**1.1 Definitions**

**Affordable Housing** means affordable housing as defined by the State Environmental Planning Policy (Affordable Rental Housing) 2009 (as amended from time to time).

**Affordable Housing Dwellings** means dwellings used for Affordable Housing.

**Community Housing Provider** means a community housing provider registered under the *Community Housing (Adoption of National Law) Act 2012* as Tier 1 or Tier 2 under the National Regulatory System for Community Housing.

**Gross Floor Area or GFA** means the sum of the floor area of each floor of a building measured from the internal face of external walls, or from the internal face of walls separating the building from any other building, measured at a height of 1.4 metres above the floor, and includes:

- (a) the area of a mezzanine, and
- (b) habitable rooms in a basement or an attic, and
- (c) any shop, auditorium, cinema, and the like, in a basement or attic,

but excludes:

- (d) any area for common vertical circulation, such as lifts and stairs, and
- (e) any basement:
  - (i) storage, and
  - (ii) vehicular access, loading areas, garbage and services, and
- (f) plant rooms, lift towers and other areas used exclusively for mechanical services or ducting, and
- (g) car parking to meet any requirements of the consent authority (including access to that car parking), and



- (h) any space used for the loading or unloading of goods (including access to it), and
- (i) terraces and balconies with outer walls less than 1.4 metres high, and
- (j) voids above a floor at the level of a storey or storey above.

**Landcom** means Landcom, a statutory State of New South Wales owned corporation incorporated under section 5(1) of the *Landcom Corporation Act 2001 (NSW)*.

**Lot Burdened** means the lot burdened by this public positive covenant.

**National Regulatory System for Community Housing** means the national regulatory system for community housing which is a joint initiative of Commonwealth, State and Territory Governments which is designed to regulate providers of community housing, which includes social and affordable housing.

**Occupation Certificate** means an occupation certificate referred to in section 6.4 of the *Environment Planning and Assessment Act 1979*.

**Order** means this order.

**Proprietor** means the registered proprietor of the Lot Burdened from time to time, but excludes the Prescribed Authority.

**Prescribed Authority** means Sydney Metro ABN 12 354 063 515.

**Strata Act** means the *Strata Schemes Development Act 2015*.

**Term** means 10 years from the date of the Occupation Certificate for the development on the Lot Burdened.

## 1.2 Affordable Housing

- (a) The Proprietor must allocate at least 5% of the total number of dwellings or the residential GFA (whichever is the greater) on the Lot Burdened to be used only as Affordable Housing Dwellings for the Term.
- (b) If the Proprietor is not a Community Housing Provider, the Proprietor must appoint as manager or enter into a joint venture or partnership arrangement with a Community Housing Provider for the purposes of managing the Affordable Housing Dwellings.
- (c) The Proprietor must or must procure that the Community Housing Provider must provide to the Prescribed Authority and Landcom a written report on or before 31 July each year during the Term confirming:
  - (i) the number of dwellings on the Lot Burdened;
  - (ii) the number of Affordable Housing Dwellings on the Lot Burdened,during the 12 months immediately preceding 30 June of that year.
- (d) Subject to clause 1.2(a), nothing in this clause 1.2 prevents the Proprietor from using the Lot Burdened for any other lawful purpose.
- (e) The Proprietor must obtain the written consent of the Prescribed Authority prior to the Lot Burdened being subdivided under the Strata Act.

### 1.3 Process and timing for release

- (a) After the expiry of the Term, the Proprietor may apply in writing to the Prescribed Authority for consent to remove this Order from the title to the Lot Burdened and, if the Proprietor makes that application, it must, at the same time as the application is made, provide the Prescribed Authority with all documents required by law to cause this Order to be removed from the title to the Lot Burdened.
- (b) The Proprietor must promptly provide the Prescribed Authority with any other documents and information requested by the Prescribed Authority (acting reasonably) for the purposes of determining whether to provide its consent to the removal of this Order from the title to the Lot Burdened.
- (c) Provided that the Proprietor complies with clauses 1.3(a), 1.3(b) and 1.3(e), the Prescribed Authority may not unreasonably withhold or delay its consent to the removal of this Order from the title to the Lot Burdened.
- (d) If the Prescribed Authority consents to the removal of the positive covenant in this Order from the title to the Lot Burdened, the Prescribed Authority must execute the documents provided by the Proprietor pursuant to clause 1.3(a) as soon as reasonably practicable and return the executed documents to the Proprietor.
- (e) The Proprietor must pay the Prescribed Authority's reasonable costs and expenses (including reasonable legal costs and expenses) incurred in connection with the Prescribed Authority's obligations under this clause 1.
- (f) Nothing in this Order requires the Prescribed Authority to agree to the removal of this Order from the title to the Lot Burdened prior to the expiry of the Term.

### 1.4 Name of person empowered to release, vary or modify positive covenant

Sydney Metro ABN 12 354 063 515 is the person empowered to release, vary or modify this Order.

---

## 2. Interpretation

### 2.1 Interpretation

In this Order:

- (a) headings are for convenience only and do not affect interpretation;  
and unless the context indicates a contrary intention:
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this Order) is to that document as varied, novated, ratified or replaced from time to time;

- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Order, and a reference to this Order includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "includes" in any form is not a word of limitation; and
- (k) a reference to "\$" or "dollar" is to Australian currency.

## 2.2 Body or authority ceases to exist

If a body or an authority (other than a party) referred to in this Order ceases to exist, reference to it is to be taken to be to the body or authority that replaces it or, if it is not replaced, that then serves substantially the same functions. Reference to the head or other officer of the body or authority that has ceased to exist is to be taken to be to the head or other officer of the body or authority that replaces it or serves substantially the same function.

---

## 3. Run with the Lot Burdened

The conditions, covenants and restrictions in this Order are covenants and agreements between:

- (a) the Prescribed Authority and Landcom for itself and its successors, assigns and transferees; and
- (b) the Proprietor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements.

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## 4. Dispute resolution

### 4.1 Notice of Dispute

- (a) If a dispute between any of the Proprietor, the Prescribed Authority and Landcom arises in connection with:
  - (i) any of the positive covenants in this Order; or
  - (ii) the subject matter of any of the positive covenants in this Order, including:
    - A. the Proprietor's dissatisfaction with any decision of the Prescribed Authority and Landcom; or
    - B. the failure of the Prescribed Authority and Landcom to make a determination on any matter or thing contemplated to be

within the scope of responsibility of the Prescribed Authority and Landcom by this Order,

then any party may give to the other parties a notice of dispute in writing adequately identifying and providing details of the dispute.

- (b) The Proprietor, the Prescribed Authority and Landcom must continue to perform their respective obligations under this Order if there is a dispute but will not be required to complete the matter the subject of the dispute, unless each party indemnifies the other parties against cost, damages and all losses suffered in completing the disputed matter if the dispute is not resolved in favour of the indemnifying party.

#### 4.2 Parties must attempt to resolve dispute

- (a) Before referring the matter to expert determination in accordance with clause 4.3, the representatives of the Parties to the dispute, which may include legal representatives, must first meet and use all reasonable endeavours to resolve the matters raised in the notice of dispute (**Resolution Meeting**).
- (b) The Resolution Meeting must take place within 5 Business Days of the notice of dispute being received in accordance with the notice provisions set out in clause 4.
- (c) If the parties to the dispute have not resolved all of the matters raised by the notice of dispute within 3 Business Days of the Resolution Meeting, then any party to the dispute (or any remaining part of the dispute) may notify the other parties to the dispute (or any remaining part of the dispute) in writing that it requires the dispute (or any remaining part of the dispute) to be referred to an independent expert for determination in accordance with clause 4.3.

#### 4.3 Choice of expert

- (a) A dispute to be referred to an expert in accordance with clause 4.2(c) must be determined by a suitably qualified and experienced person selected by one of the independent experts listed in the following table depending on the field of dispute.

Field of Dispute	Expert
Any dispute	The President of the Law Society of New South Wales

#### 4.4 Expert Determination Deed

Within 5 Business Days of the notice being issued under clause 4.2(c), the Prescribed Authority and the Proprietor must enter into, and must procure the person selected by the independent expert to enter into, an expert determination deed.

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### 5. Notices

#### 5.1 Proprietor's address for service

The Proprietor must notify the Prescribed Authority and Landcom of the address to be used by the Prescribed Authority and Landcom for the purposes of giving any notice or other communication on the Proprietor in connection with this Order (which address may be updated from time to time).

## 5.2 How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Order:

- (a) must be given to a party:
  - (i) using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post, or email; and
  - (ii) using the address or other details for the party set out below (or as otherwise notified by that party to each other party from time to time under this clause 5):

### Prescribed Authority

Name: Sydney Metro  
Address: 680 George Street Sydney NSW 2000  
Email: Michael.Zissis@transport.nsw.gov.au  
For the attention of: Michael Zissis

### Landcom

Name: Landcom  
Address: Level 14, 60 Station Street  
Email: reception@landcom.nsw.gov.au  
For the attention of: David Schofield

### Proprietor

To the address notified (from time to time) by the Proprietor to the Prescribed Authority and Landcom pursuant to clause 5.1.

- (c) must be in legible writing and in English;
- (d) (in the case of communications other than email) must be signed by the sending party or by a person duly authorised by the sending party;
- (e) (in the case of email) must:
  - (i) state the name of the sending party or a person duly authorised by the sending party and state that the email is a communication under or in connection with this Order; and
  - (ii) if the email contains attachments, ensure the attachments are in PDF or other non-modifiable format the receiving party can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

## 5.3 When notice taken to be received

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Order is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;

- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the first to occur of:
  - (i) receipt by the sender of an electronic acknowledgement from the recipient's information system showing confirmation of delivery to the recipient's email address; and
  - (ii) 4 hours after the time sent (as recorded on the sender's information system ) unless the party sending the email receives an automated message that the email has not been delivered,

provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
  - (i) the recipient is absent from the place at which the communication is delivered or sent;
  - (ii) the communication is returned unclaimed; and
  - (iii) (in the case of email) the email or any of its attachments is opened by the recipient;
- (f) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
- (g) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is delivered or sent).

#### **5.4 Notices sent by more than one method of communication**

If a communication delivered or sent under this clause 5 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 5.3.



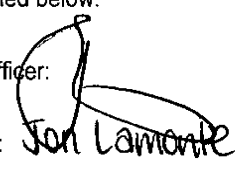
I certify that I am an eligible witness and that an authorised officer of Sydney Metro ABN 12 354 063 515 signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

*ML Coram*



Name of witness: *Melissa Coram*

Authorised officer's name: *Jon Lamonte*

Address of witness: *680 George St, Sydney*

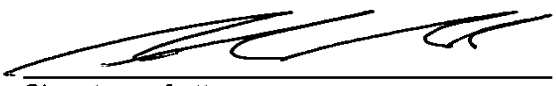
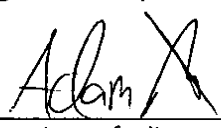
Authority of officer: *Chief Executive*

Signing on behalf of: *Sydney Metro*

*Certified correct for the purposes of the Real Property Act 1900.*

Signed for and on behalf of **Landcom ABN 79 268 260 688** by its attorneys jointly under power of attorney Book 4749 No 274 dated 31 August 2018. By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

Signed in the presence of:



Signature of witness

Signature of attorney

*Adam Turnbull*

Name of attorney

Name of witness

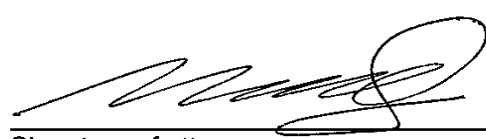
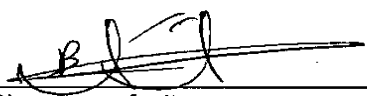
**Scott Gregg**  
Executive General Manager Projects

*60 Station St Parramatta*

Position of attorney

Address of witness

Signed in the presence of:



Signature of witness

Signature of attorney

**AMANDA ALASSAD-BRUUN**

*MATTHEW BEGGS*

Name of witness  
Senior Solicitor  
LANDCOM

Name of attorney

Level 14, 60 Station Street  
Parramatta NSW 2150

Executive General Manager  
Partnerships and Business Development

Address of witness

Position of attorney

Form: 13PVP  
Release: 4-0

**POSITIVE COVENANT  
AFFECTING LAND VEST  
A PRESCRIBED AUTHORITY**  
New South Wales



**AP496939J**

Section 88D(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** Lots 293 and 294 in Deposited Plan 1213279

(B) **LODGED BY**

Document Collection Box <b>185H</b>	Name, Address or DX, Telephone, and Customer Account Number if any Clayton Utz, Lawyers DX 370 Sydney Telephone: 9353 4000 Reference: <span style="border: 1px solid black; padding: 0 5px;">CEggleton</span>	CODE  <b>PR</b>
	12311C	
	80191836.	

(C) **PRESCRIBED AUTHORITY** Sydney Metro ABN 12 354 063 515

(D) The prescribed authority, being the registered proprietor of the abovementioned land, applies to have a recording made in the Register of a positive covenant affecting the above land the terms of which are set out in a true copy of the relevant order dated \_\_\_\_\_ annexed hereto and marked A and certifies that no person or corporation has acquired an interest in the above land.

**DATE** \_\_\_\_\_

(E) I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence. [See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the prescribed authority.

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

Signature: \_\_\_\_\_

Name of witness: SEE ANNEXURE A

Name: SEE ANNEXURE A

Address of witness: \_\_\_\_\_

Position: \_\_\_\_\_

**ANNEXURE "A" TO POSITIVE COVENANT AFFECTING LAND VESTED IN A PRESCRIBED  
AUTHORITY PURSUANT TO SECTION 88D OF THE CONVEYANCING ACT 1919**

**Order made pursuant to Section 88D of the Conveyancing Act 1919**

- (a) **Land the subject of the Order:** refer to item (A) on the Positive Covenant Affecting Land vested in a Prescribed Authority, Form PVP
- (b) **Particulars of the Order:** as set out below.
- (c) **Prescribed authority in which the land is vested:** Sydney Metro ABN 12 354 063 515

**TERMS OF ORDER**

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**1. Order**

By this Order:

**1.1 Definitions**

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW).

**Affordable Housing Requirements** means the requirement of at least 5% of the dwellings or the residential GFA (whichever is the greater) on the Lot Burdened to be used for affordable housing in accordance with the public positive covenant registered number . AP496938

**Application** means an application for any Approval other than a Significant Development Application.

**Approvals** means any approvals, consents, modifications, certificates under Division 6.5 of the Act, Construction Certificates, Complying Development Certificates, permits, endorsements, licences, conditions or requirements (and any modifications or other variations to them) which may be required by Law for the carrying out of any part of the Development including the SSDA.

**Business Day** means a day (not being a Saturday or a Sunday) on which banks are open for general banking business in Sydney but this does not include the period from 24 December - 2 January each year

**Commencement Date** means the date on which the Proprietor becomes the registered proprietor of the Lot Burdened.

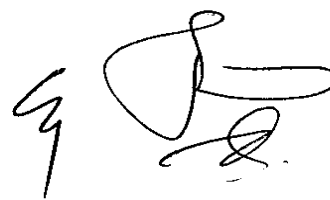
**Complying Development Certificate** means a complying development certificate referred to in section 4.27 of the Act.

**Consent Authority** means Council, a Government Agency, a private certifier, NSW Land Registry Services or the Department of Planning and Environment.

**Construction Certificate** means a certificate referred to in section 6.4(a) of the Act.

**Council** means Blacktown City Council.

**DA Performance Bond** means an unconditional undertaking to pay on demand the sum of \$250,000, and which



- (a) is from an insurance underwriter that the Prescribed Authority and Landcom approve;
- (b) is in the form the Prescribed Authority and Landcom reasonably require;
- (c) undertakes to pay to the Prescribed Authority and Landcom jointly and severally without notice to the Proprietor; and
- (d) does not have an expiry date.

**Development** means the procuring of Approvals for, and the financing, design, construction, management, maintenance and marketing of, Improvements on the Lot Burdened.

**Development Application** means an application for Development Consent.

**Development Consent** has the meaning given to the term "development consent" in the Act.

**Government Agency** means any government (whether Federal, State or local), any Minister or department, any public office, commission, instrumentality, authority, agency, corporation, board, organisation or body, any administrative or judicial or quasi judicial body or tribunal and any officer of any of them.

**Gross Floor Area or GFA** means the sum of the floor area of each floor of a building measured from the internal face of external walls, or from the internal face of walls separating the building from any other building, measured at a height of 1.4 metres above the floor, and includes:

- (a) the area of a mezzanine, and
- (b) habitable rooms in a basement or an attic, and
- (c) any shop, auditorium, cinema, and the like, in a basement or attic,

but excludes:

- (d) any area for common vertical circulation, such as lifts and stairs, and
- (e) any basement:
  - (i) storage, and
  - (ii) vehicular access, loading areas, garbage and services, and
- (f) plant rooms, lift towers and other areas used exclusively for mechanical services or ducting, and
- (g) car parking to meet any requirements of the consent authority (including access to that car parking), and
- (h) any space used for the loading or unloading of goods (including access to it), and
- (i) terraces and balconies with outer walls less than 1.4 metres high, and
- (j) voids above a floor at the level of a storey or storey above.

**Improvements** means all improvements or fixed additions made at any time to, on or under the Lot Burdened.

**Landcom** means Landcom, a statutory State of New South Wales owned corporation incorporated under section 5(1) of the *Landcom Corporation Act 2001* (NSW).

**Law** means:

- (a) the common law including principles of equity;
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by Public Authorities; and
- (c) present or as they may apply in the future.

**Lot 293** means lot 293 in deposited plan 1213279.

**Lot 294** means lot 294 in deposited plan 1213279.

**Lot Burdened** means the lot burdened by this Order, which may be varied from time to time in accordance with clause 1.9.

**Occupation Certificate** means an occupation certificate referred to in section 6.4 of the Act.

**Order** means this order.

**Prescribed Authority** means Sydney Metro ABN 12 354 063 515.

**Proprietor** means the registered proprietor of the Lot Burdened from time to time, but excludes the Prescribed Authority.

**Public Authority** means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body.

**Regulation** means the *Environmental Planning & Assessment Regulation 2000* (NSW).

**Release Date** means the date on which the Occupation Certificate for the Works has been issued.

**Significant Development Application** means:

- (a) any application to amend, vary or modify the SSDA;
- (b) any Development Application which concerns or includes:
  - (i) the SSDA Concept Design (or any change to it);
  - (ii) the Sustainability Requirements;
  - (iii) the Affordable Housing Requirements; or
  - (iv) a change to the GFA for the Development; or
- (c) any modification to any of the items as they are referred to in paragraphs (a) to (b) above which requires the approval of the Consent Authority.

**SSDA** means the approval of the state significant development under section 4.38 of the Act for the Lot Burdened dated 21 February 2019.

**SSDA Concept Design** means the concept design which forms part of the SSDA.

**Supporting Documents** means all material, reports and documents to be lodged with the Consent Authority by the Proprietor (whether or not required by or under any Law) in support of the Development Application to enable it to be lodged and assessed by the Consent Authority.

**Sustainability Requirements** means the Prescribed Authority and Landcom's requirements for sustainability measures to be included as part of the Development as described in the public positive covenant registered number AP496937.

## 1.2 Significant Development Applications - Proprietor obligations

- (a) The Proprietor must:
- (i) prepare and submit to the Prescribed Authority and Landcom for its approval draft Significant Development Applications accompanied by the draft Supporting Documents before lodging any Significant Development Application with the Consent Authority; and
  - (ii) not lodge a Significant Development Application with the Consent Authority without first having obtained the written approval of the Prescribed Authority and Landcom to the lodgement of the Significant Development Application.
- (b) It is acknowledged by the Prescribed Authority that the Proprietor may submit to the Prescribed Authority and Landcom for its approval draft Significant Development Applications accompanied by the draft Supporting Documents pursuant to clause 1.2(a)(i) at any time in the manner provided for in clause 1.3.

## 1.3 Significant Development Applications – Prescribed Authority obligations

- (a) The role of the Prescribed Authority and Landcom is to review each draft Significant Development Application and the draft Supporting Documents, and to determine whether those documents are consistent with:
- (i) the SSDA Concept Design;
  - (ii) the Sustainability Requirements; and
  - (iii) the Affordable Housing Requirements.
- (b) The Prescribed Authority and Landcom must:
- (i) consider each draft Significant Development Application and the draft Supporting Document; and
  - (ii) approve or not approve, giving reasons, each draft Significant Development Application and draft Supporting Document at a meeting requested by the Proprietor to be held, subject to clause 1.4, not less than 10 Business Days and not more than 30 Business Days after the Prescribed Authority and Landcom has been given, and received, the draft Significant Development Application and draft Supporting Documents.
- (c) The Prescribed Authority and Landcom must not withhold its approval to any draft Significant Development Application and/or any draft Supporting Documents for the purposes of this clause 1.3 where any such draft Significant Development Application or draft Supporting Documents is consistent with:
- (i) the SSDA Concept Design;
  - (ii) the Sustainability Requirements; and
  - (iii) the Affordable Housing Requirements.

## 1.4 Timing for consent

- (a) In giving or refusing its approval to a draft Significant Development Application and draft Supporting Documents, the time period within which the Prescribed Authority and Landcom must approve or otherwise refuse its approval will only commence on the date on which the Prescribed Authority and Landcom have been given, and received, the draft Significant Development Application and draft Supporting Documents which are complete and comply with all relevant requirements for those documents to be properly submitted to the Consent Authority.
- (b) If the Prescribed Authority and Landcom believes that the Prescribed Authority and Landcom have not been given, and received, all draft Supporting Documents they reasonably require to assess the draft Significant Development Application, the Prescribed Authority and Landcom must request the additional draft Supporting Documents they reasonably require to assess the draft Significant Development Application within 15 Business Days of being given, and receiving, the draft Significant Development Application pursuant to clause 1.3.

## 1.5 Application requirements

- (a) Prior to lodging an Application, the Proprietor must certify to the Prescribed Authority and Landcom that the Application:
  - (i) has been approved by the Prescribed Authority and Landcom where such approval is required by this Order; or
  - (ii) the approval of the Prescribed Authority and Landcom is not required by this Order.
- (c) The Proprietor must not lodge any Development Application with any Consent Authority until it has complied with the provisions of clause 1.5(a).

## 1.6 Review of Significant Applications

The Proprietor acknowledges and agrees that:

- (a) the Prescribed Authority and Landcom are not obliged to critically analyse the Applications or any Significant Development Application; and
- (b) the Prescribed Authority and Landcom are not responsible for any errors, omissions or non-compliance with any Law or the requirement of any Government Agency by reason of not critically analysing the Applications or any Significant Development Application.

## 1.7 Conditions of Development Consents

In carrying out the Development, the Proprietor must comply with all conditions of the Development Consents authorising the Development at its sole cost and risk.

## 1.8 DA Performance Bond

- (a) The Proprietor must deliver the DA Performance Bond to the Prescribed Authority on the date the Proprietor acquires Lot 294.
- (b) The Proprietor provides the DA Performance Bond to the Prescribed Authority as security for the performance of the Proprietor's obligations in this Order.
- (c) If the Proprietor is in default under this Order, then the Prescribed Authority and Landcom may call on the full amount of the DA Performance Bond without notice to the Proprietor.

- (d) The Proprietor acknowledges and agrees that:
- (i) a fundamental assumption in the calculation of the quantum of the DA Performance Bond was a pre-estimate of the losses to be incurred by the Prescribed Authority and Landcom in the event the Proprietor does not comply with this Order; or
  - (ii) the Prescribed Authority and Landcom have a legitimate commercial basis to call on the DA Performance Bond in the circumstances and in the manner contemplated in this clause 1.8;
  - (iii) the payment of the DA Performance Bond in full to the Prescribed Authority and Landcom is a genuine pre-estimate of the losses to be incurred by the Prescribed Authority and Landcom, including the costs incurred by Landcom and the Prescribed Authority in remedying the breach or taking such action to ensure that the SSDA Concept Design, the Sustainability Requirements and the Affordable Housing Requirements are complied with; and
  - (iv) the quantum of the DA Performance Bond has been calculated as a proportion of the costs likely to be incurred by Landcom and the Prescribed Authority in remedying the breach or taking such action to ensure that the SSDA Concept Design, the Sustainability Requirements and the Affordable Housing Requirements are complied with.
- (e) The Prescribed Authority and Landcom acknowledge that, if the DA Performance Bond is called on, the Prescribed Authority and Landcom will apply the proceeds of the DA Performance Bond to any losses suffered or incurred arising from or in connection with a breach of the Proprietor's obligations in this Order.
- (f) The Proprietor must not do anything which could prevent or delay payment by the bank to the Prescribed Authority or Landcom under the DA Performance Bond.
- (g) The Prescribed Authority and Landcom's rights under this clause 1.8 are in addition to the other rights the Prescribed Authority and Landcom has in connection with the Proprietor's default.
- (h) The Prescribed Authority and Landcom must return the DA Performance Bond to the Proprietor if the Proprietor obtains a Construction Certificate for the Development on Lot 294.
- (i) This clause 1.8 only applies to the Proprietor of Lot 294 in Deposited Plan 1213279.

## **1.9 Process and timing for release**

- (a) The Proprietor may request the Prescribed Authority to procure the release of this Order from the title of that part of the Lot Burdened for which an Occupation Certificate has been issued.
- (b) In making a request pursuant to clause 1.9(d), the Proprietor must provide the Prescribed Authority with:
- (i) an Occupation Certificate for that part of the Lot Burdened for which the Proprietor is requesting a release from this Order; and
  - (ii) the form of document the Proprietor requires the Prescribed Authority to sign to procure the release of this Order from the title of that part of the Lot Burdened for which an Occupation Certificate has been issued.

- (c) Subject to clause 1.9(d), promptly and in any event no later than 10 Business Days after receipt of such request, document and evidence, and subject to the Prescribed Authority being satisfied (acting reasonably) with the evidence provided to it pursuant to clause 1.9(b)(i), the Prescribed Authority agrees (at its cost) to execute such document and give its written consent to the release of this Order from the title of that part of the Lot Burdened for which an Occupation Certificate has been issued.
- (d) The Prescribed Authority will not be required to consent to the release of this Order from the title of any other part of the Lot Burdened which is or will ultimately be part of the same registered lot where the Prescribed Authority determines (acting reasonably) that that part of the Lot Burdened is vacant and further works are reasonably likely to be carried out on that part of the Lot Burdened.

### **1.10 Release of Order from the Lot Burdened**

- (a) Notwithstanding any other provision of this Order, the Proprietor may request the Prescribed Authority to consent to the release of this Order from the title of the Lot Burdened the subject of this Order on and from the Release Date.
- (b) In making a request pursuant to clause 1.10(a), the Proprietor must provide the Prescribed Authority with the form of document the Proprietor requires the Prescribed Authority to sign to procure the release of this Order from the title of the Lot Burdened which is subject to this Order.
- (c) In making a request pursuant to clause 1.10(a), in addition to the provisions of clause 1.10(b), the Proprietor must provide the Prescribed Authority with the evidence described in clause 1.9(b) that the Occupation Certificate has been issued.
- (d) Promptly and in any event no later than 10 Business Days after receipt of such request and document, and subject to the Prescribed Authority being satisfied (acting reasonably) with the evidence provided to it pursuant to clause 1.10(c), the Prescribed Authority agrees (at its cost) to execute such document and give its written consent to the release of this Order from the title of the Lot Burdened the subject of this Order.

### **1.11 Name of person empowered to release, vary or modify positive covenant**

Sydney Metro ABN 12 354 063 515 is the person empowered to release, vary or modify this Order.

---

## **2. Interpretation**

### **2.1 Interpretation**

In this Order:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (a) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (b) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including this Order) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Order, and a reference to this Order includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) "includes" in any form is not a word of limitation; and
- (j) a reference to "\$" or "dollar" is to Australian currency.

## **2.2 Body or authority ceases to exist**

If a body or an authority (other than a party) referred to in this Order ceases to exist, reference to it is to be taken to be to the body or authority that replaces it or, if it is not replaced, that then serves substantially the same functions. Reference to the head or other officer of the body or authority that has ceased to exist is to be taken to be to the head or other officer of the body or authority that replaces it or serves substantially the same function.

---

## **3. Run with the Lot Burdened**

The conditions, covenants and restrictions in this Order are covenants and agreements between:

- (a) the Prescribed Authority and Landcom for itself and its successors, assigns and transferees; and
- (b) the Proprietor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements.

---

## **4. Dispute resolution**

### **4.1 Notice of Dispute**

- (a) If a dispute between any of the Proprietor, the Prescribed Authority and Landcom arises in connection with:
  - (i) any of the positive covenants in this Order; or

- (ii) the subject matter of any of the positive covenants in this Order, including:
  - A. the Proprietor's dissatisfaction with any decision of the Prescribed Authority and Landcom; or
  - B. the failure of the Prescribed Authority and Landcom to make a determination on any matter or thing contemplated to be within the scope of responsibility of the Prescribed Authority and Landcom by this Order,

then any party may give to the other parties a notice of dispute in writing adequately identifying and providing details of the dispute.

- (b) The Proprietor, the Prescribed Authority and Landcom must continue to perform their respective obligations under this Order if there is a dispute but will not be required to complete the matter the subject of the dispute, unless each party indemnifies the other parties against cost, damages and all losses suffered in completing the disputed matter if the dispute is not resolved in favour of the indemnifying party.

#### 4.2 Parties must attempt to resolve dispute

- (a) Before referring the matter to expert determination in accordance with clause 4.3, the representatives of the parties to the dispute, which may include legal representatives, must first meet and use all reasonable endeavours to resolve the matters raised in the notice of dispute (**Resolution Meeting**).
- (b) The Resolution Meeting must take place within 5 Business Days of the notice of dispute being received in accordance with the notice provisions set out in clause 4.
- (c) If the parties to the dispute have not resolved all of the matters raised by the notice of dispute within 3 Business Days of the Resolution Meeting, then any party to the dispute (or any remaining part of the dispute) may notify the other parties to the dispute (or any remaining part of the dispute) in writing that it requires the dispute (or any remaining part of the dispute) to be referred to an independent expert for determination in accordance with clause 4.3.

#### 4.3 Choice of expert

- (a) A dispute to be referred to an expert in accordance with clause 4.2(c) must be determined by a suitably qualified and experienced person selected by one of the independent experts listed in the following table depending on the field of dispute.

Field of Dispute	Expert
Whether the Proprietor has submitted to the Prescribed Authority and Landcom a draft Significant Development Application and draft Supporting Documents that is complete and complies with all relevant requirements for those documents to be properly submitted to the Consent Authority	The President of the Planning Institute of Australia, NSW Division
Whether a draft Significant Development Application or draft Supporting Document is consistent with the SSDA	The President of the Planning Institute of Australia, NSW Division

Field of Dispute	Expert
Whether a draft Significant Development Application relates to a modification of the SSDA	The President of the Planning Institute of Australia, NSW Division
Whether a draft Significant Development Application or draft Supporting Document is consistent with the SSDA Concept Design	The President of the Planning Institute of Australia, NSW Division
Any dispute that is not a dispute that can be categorised within one of the preceding fields of dispute	The President of the Law Society of New South Wales

#### 4.4 Expert Determination Deed

Within 5 Business Days of the notice being issued under clause 4.2(c), the Prescribed Authority and the Proprietor must enter into, and must procure the person selected by the independent expert to enter into, an expert determination deed.

---

### 5. Notices

#### 5.1 Proprietor's address for service

The Proprietor must notify the Prescribed Authority and Landcom of the address to be used by the Prescribed Authority and Landcom for the purposes of giving any notice or other communication on the Proprietor in connection with this Order (which address may be updated from time to time).

#### 5.2 How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Order:

- (a) must be given to a party:
  - (i) using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post, or email; and
  - (ii) using the address or other details for the party set out below (or as otherwise notified by that party to each other party from time to time under this clause 5):

##### Prescribed Authority

Name: Sydney Metro  
Address: 680 George Street Sydney NSW 2000  
Email: Michael.Zissis@transport.nsw.gov.au  
For the attention of: Michael Zissis

##### Landcom

Name: Landcom  
Address: Level 14, 60 Station Street  
Email: reception@landcom.nsw.gov.au  
For the attention of: David Schofield

### **Proprietor**

To the address notified (from time to time) by the Proprietor to the Prescribed Authority and Landcom pursuant to clause 5.1.

- (b) must be in legible writing and in English;
- (c) (in the case of communications other than email) must be signed by the sending party or by a person duly authorised by the sending party;
- (d) (in the case of email) must:
  - (i) state the name of the sending party or a person duly authorised by the sending party and state that the email is a communication under or in connection with this Order; and
  - (ii) if the email contains attachments, ensure the attachments are in PDF or other non-modifiable format the receiving party can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

### **5.3 When notice taken to be received**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Order is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the first to occur of:
  - (i) receipt by the sender of an electronic acknowledgement from the recipient's information system showing confirmation of delivery to the recipient's email address; and
  - (ii) 4 hours after the time sent (as recorded on the sender's information system ) unless the party sending the email receives an automated message that the email has not been delivered,

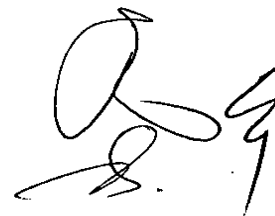
provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
  - (i) the recipient is absent from the place at which the communication is delivered or sent;
  - (ii) the communication is returned unclaimed; and
  - (iii) (in the case of email) the email or any of its attachments is opened by the recipient;
- (f) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and

- (g) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is delivered or sent).

#### **5.4 Notices sent by more than one method of communication**

If a communication delivered or sent under this clause 5 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 5.3.

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a series of loops and a vertical stroke ending in a hook.

I certify that I am an eligible witness and that an authorised officer of Sydney Metro ABN 12 354 063 515 signed this dealing in my presence.

Signature of witness: M Coram

Name of witness: Melissa Coram

Address of witness: 680 George St, Sydney

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer: [Signature]

Authorised officer's name: Jon Lamonte

Authority of officer: Chief Executive

Signing on behalf of: Sydney Metro

*Certified correct for the purposes of the Real Property Act 1900.*

Signed for and on behalf of **Landcom ABN 79 268 260 688** by its attorneys jointly under power of attorney Book 4749 No 274 dated 31 August 2018. By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

Signed in the presence of:

[Signature]

Signature of witness

Adam Turnbull

Name of witness

60 Station St Parramatta

Address of witness

[Signature]

Signature of attorney

Scott Gregg  
Executive General Manager Projects

Name of attorney

Position of attorney

Signed in the presence of:

[Signature]

Signature of witness

AMANDA ALASSAD-BRUUN  
Senior Solicitor  
LANDCOM

Name of witness

Level 14, 60 Station Street  
Parramatta NSW 2150

Address of witness

[Signature]

Signature of attorney

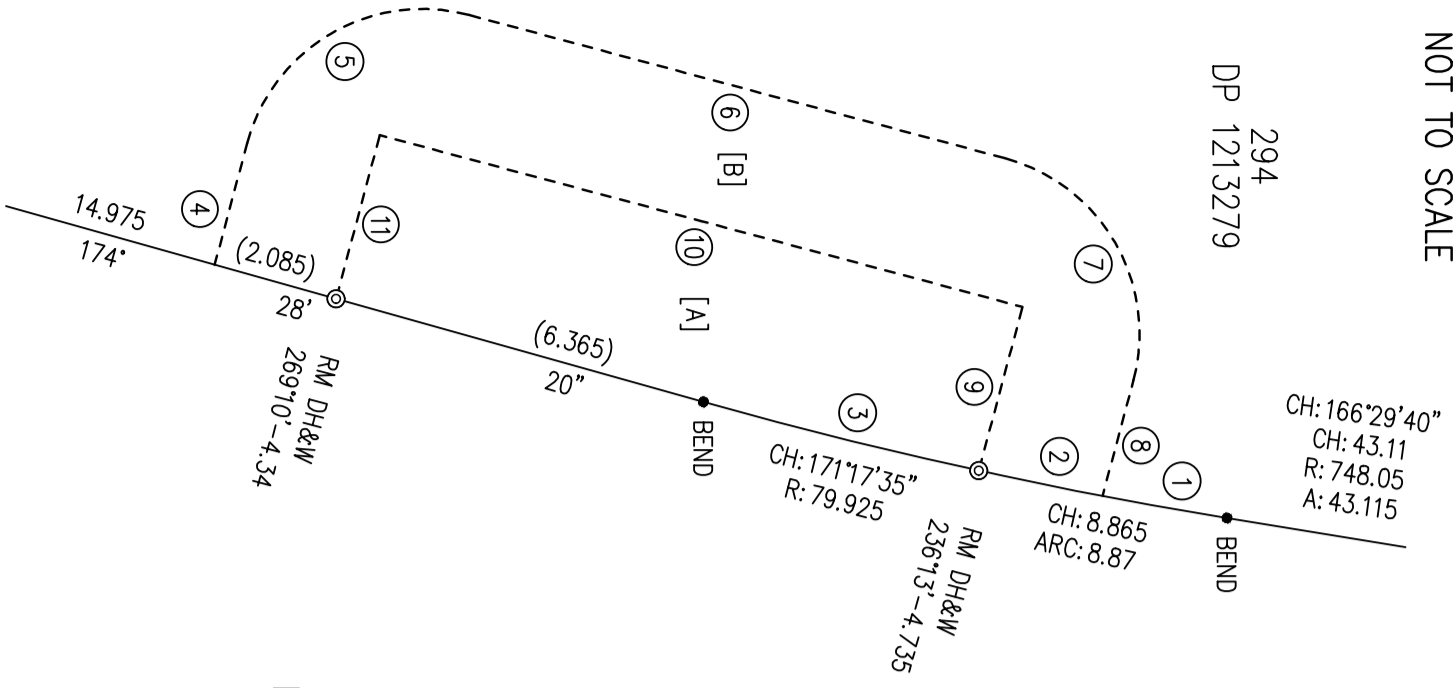
MATTHEW BELLS

Name of attorney

Executive General Manager  
Partnerships and Business Development

Position of attorney

**DIAGRAM 'A'**  
NOT TO SCALE



**TABLE OF SHORT AND CURVED LINES**

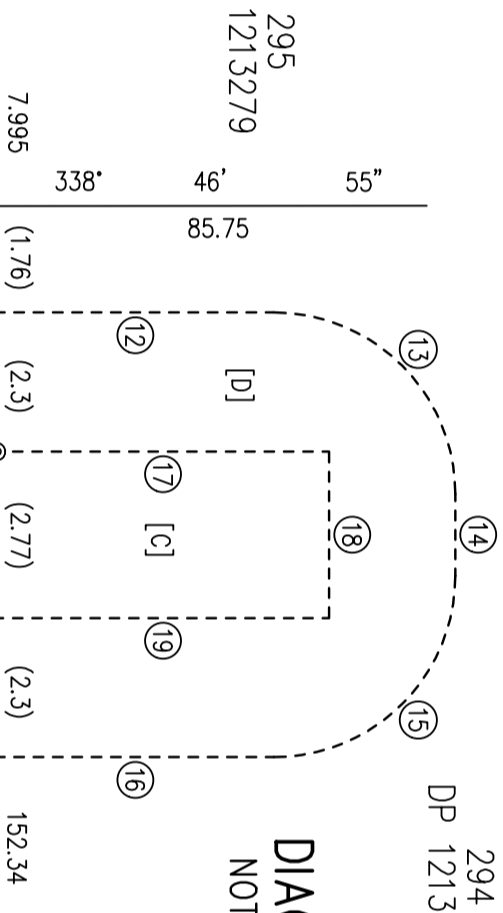
NUMBER	BEARING	DISTANCE	CHORD	ARC	RADIUS
1	168°56'35"	-	2.125	2.125	79.925
2	170°23'25"	-	2.09	2.09	79.925
3	172°46'10"	-	4.655	4.655	79.925
4	263°45'15"	-	2.075	-	-
5	308°45'15"	-	4.245	4.71	3
6	173°45'15"	-	9.179	-	-
7	38°45'15"	-	4.245	4.71	3
8	83°45'15"	-	1.975	-	-
9	263°45'15"	-	2.8	-	-
10	173°45'15"	-	11.02	-	-
11	83°45'15"	-	2.8	-	-

- [A] - EASEMENT FOR PADMOUNT SUBSTATION 2.8 WIDE & VARIABLE
- [B] - RESTRICTION ON THE USE OF LAND
- [C] - EASEMENT FOR PADMOUNT SUBSTATION 2.77 WIDE
- [D] - RESTRICTION ON THE USE OF LAND

**TABLE OF SHORT AND CURVED LINES**

NUMBER	BEARING	DISTANCE	CHORD	ARC	RADIUS
12	338°47'45"	4.585	-	-	-
13	23°47'45"	-	4.245	4.71	3
14	68°47'45"	1.37	-	-	-
15	113°47'45"	-	4.245	4.71	3
16	158°47'45"	4.585	-	-	-
17	338°47'45"	5.5	-	-	-
18	68°47'45"	2.77	-	-	-
19	158°47'45"	5.5	-	-	-

**CONFERTIA** (17.8, 19.8 WIDE & VARIABLE) AVENUE



**CONFERTIA** (17.8, 19.8 WIDE & VARIABLE) AVENUE

**THEMEDA** (VARIABLE WIDTH) AVENUE

**DP 1213279**

**CUDGEGONG** (VARIABLE WIDTH) ROAD

**COORDINATE SCHEDULE**

MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
S206674	306022	6270070	U	-	SCMS	FOUND
DATE OF SCMS COORDINATES: 25/11/2021 MGA ZONE: 56 MGA DATUM: GDA2020						
COMBINED SCALE FACTOR: 1.000052						

**SURVEYOR**  
Name: RICHARD ABBOTT  
Date: 3/12/2021  
Reference: 211075-4

**PLAN OF EASEMENT AFFECTING**  
LOT 294 DP1213279

LGA: BLACKTOWN  
Locality: ROUSE HILL  
Reduction Ratio: 1:600  
Lengths are in metres.

Registered  
16/05/2023

**DP1280535**



X-Y COMPARISON  
S206674-RM TOKEN (DP1213279)  
2233206" - 246.395 (DP1213279)  
2233206" - 246.396 (SURVEY)

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  16/5/2023</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em;"><b>DP1280535</b></p>
<p><b>PLAN OF EASEMENT AFFECTING LOT 294 DP1213279</b></p>	<p>LGA: BLACKTOWN                  Locality: ROUSE HILL                  Parish: GIDLEY                  County: CUMBERLAND</p>
<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, Richard Abbott.....                  of TSS Total Surveying Solutions Pty Ltd                  Suite 8, 488 Pacific Highway, Lane Cove North 2066.....                  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 3/12/2021....., or</i></p> <p><del><i>*(b) The part of the land shown in the plan (*being/*excluding**.....)</i></del>  <del><i>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></del></p> <p><del><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</i></del></p> <p>Datum Line: 'X' - 'Y'.....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 3/12/2021</p> <p>Surveyor Identification No: 9057.....                  Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><i>*Strike out inappropriate words.</i>  <i>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>	<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></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: .....                  Date: .....                  File Number: .....                  Office: .....</p>
<p>Plans used in the preparation of survey/compilation.                  DP1213279</p>	<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, .....                  *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....                  Registration number: .....                  Consent Authority: .....                  Date of endorsement: .....                  Subdivision Certificate number: .....                  File number: .....</p> <p><i>*Strike through if inapplicable.</i></p>
<p>Surveyor's Reference: 211075-4</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  16/05/2023 Office Use Only

Office Use Only

DP1280535

PLAN OF EASEMENT AFFECTING  
LOT 294 DP1213279

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

~~Subdivision Certificate number: .....  
Date of Endorsement: .....~~

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

1. Easement for Padmount Substation 2.8 wide & variable [A]
2. Restriction on the Use of Land [B]
3. Easement for Padmount Substation 2.77 wide [C]
4. Restriction on the Use of Land [D]

EXECUTED by DEICORP PROJECTS )  
(TALLAWONG STATION) PTY LTD ABN 73 )  
630 425 955 in accordance with section 127(1) )  
of the Corporations Act:



~~.....  
Signature of Director~~

.....  
Signature of Sole Director/Secretary

~~.....  
Name of Director~~

.....  
FOUAD DEIRI  
.....  
Name of Sole Director/Secretary


If space is insufficient use additional annexure sheet

Surveyor's Reference: 211075-4

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  16/05/2023 Office Use Only

Office Use Only  
**DP1280535**

**PLAN OF EASEMENT AFFECTING  
LOT 294 DP1213279**

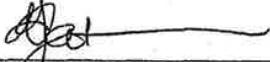
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses – See 60© *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D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


Subdivision Certificate number: .....

Date of Endorsement: .....

EXECUTED BY NATIONAL AUSTRALIA BANK LIMITED

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  
ANNABEL FEETHAM  
ASSOCIATE DIRECTOR  
2 CARRINGTON ST, SYDNEY  
NSW 2000

  
ATTORNEY  
IVAN TASIC  
ASSOCIATE DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 211075-4

**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.**

Lengths are in metres

Sheet 1 of 7 sheets

Plan: **DP1280535**

Plan of Easement Affecting  
Lot 294 DP1213279

Full name and address of  
the owner of the land

Deicorp Projects (Tallawong Station) Pty Ltd  
ABN 73 630 425 955

**PART 1 (Creation)**

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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 2.8 wide & variable [A]	294/1213279	Epsilon Distribution Ministerial Holding Corporation ABN: 59 253 130 878
2	Restriction on the Use of Land [B]	294/1213279	Epsilon Distribution Ministerial Holding Corporation ABN: 59 253 130 878
3	Easement for Padmount Substation 2.77 wide [C]	294/1213279	Epsilon Distribution Ministerial Holding Corporation ABN: 59 253 130 878
4	Restriction on the Use of Land [D]	294/1213279	Epsilon Distribution Ministerial Holding Corporation ABN: 59 253 130 878



Digitally signed by Michelle Allanby  
Property Services Endeavour Energy  
michelle.allanby@endeavourenergy.com.au  
Date: 2021.12.23 18:29:44 +1100

Witness  
Ref: 211075-4

**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.**

Lengths are in metres

Sheet 2 of 7 sheets

Plan: **DP1280535**

Plan of Easement Affecting  
Lot 294 DP1213279

**PART 2 (Terms)**

**1. Terms of Easement for Padmount Substation 2.8 wide & variable [A] numbered 1 in the Plan:**

The terms set out in Memorandum AK104621 are incorporated into this document, subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

**2. Terms of Restriction on the Use of Land [B] numbered 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.

**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 Epsilon Distribution Ministerial Holding Corporation's Distribution System**

- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further



Digitally signed by Michelle Allardy  
Property Services Endeavour Energy  
michelle.allardy@endeavourenergy.com.au  
Date: 2021.12.22 16:29:50 +1100

Witness

Ref: 211075-4

**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.**

Lengths are in metres

Sheet 3 of 7 sheets

Plan: **DP1280535**

Plan of Easement Affecting  
Lot 294 DP1213279

approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

**3. Terms of Easement for Padmount Substation 2.77 wide [C] numbered 3 in the Plan:**

The terms set out in Memorandum AK104621 are incorporated into this document, subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

**4. Terms of Restriction on the Use of Land [D] numbered 4 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.

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 Epsilon Distribution Ministerial Holding Corporation's Distribution System



Digitally signed by Michelle Atambay  
Property Services Endeavour Energy  
michelle.atambay@endeavourenergy.com.au  
Date: 2024.12.23 16:29:56 +1100

Witness  
Ref: 211075-4

**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.**


Lengths are in metres

Sheet 4 of 7 sheets

Plan: **DP1280535**

Plan of Easement Affecting  
Lot 294 DP1213279

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



Digitally signed by Michelle Atkinson  
Property Services Endeavour Energy  
michelle.atkinson@endeavourenergy.com.au  
Date: 2021.12.23 15:30:06 +1100

Witness

Ref: 211075-4

**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.**

Lengths are in metres

Sheet 5 of 7 sheets

Plan: **DP1280535**

Plan of Easement Affecting  
Lot 294 DP1213279

**EXECUTED by DEICORP PROJECTS )  
(TALLAWONG STATION) PTY LTD ABN 73 )  
630 425 955 in accordance with section 127(1) )  
of the Corporations Act.**



.....  
Signature of Director

.....  
Signature of Sole Director/Secretary

**FOUAD DEIRI**

.....  
Name of Director

.....  
Name of Sole Director/Secretary

  
Digitally signed by Michelle Atambay  
Property Services Endeavour Energy  
michelle.atambay@endeavourenergy.com.au  
Date: 2021.12.23 16:30:13 +1100

.....  
Witness  
Ref: 211075-4

**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.**

Lengths are in metres

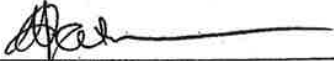
Sheet 6 of 7 sheets

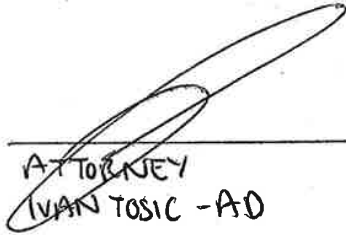
Plan: **DP1280535**

Plan of Easement Affecting  
Lot 294 DP1213279

EXECUTED BY NATIONAL AUSTRALIA BANK LIMITED

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  
ANNABEL FEETHAM - AD  
6 CARRINGTON ST, SYDNEY  
NSW 2000

  
ATTORNEY  
IVAN TASIC - AD



Digitally signed by Michelle Albany  
Property Services Endeavour Energy  
michelle.albany@endeavourenergy.com.au  
Date: 2021.12.23 16:30:19 +1100

Witness  
Ref. 211075-4

**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.**

Lengths are in metres

Sheet 7 of 7 sheets

Plan: **DP1280535**

Plan of Easement Affecting  
Lot 294 DP1213279

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

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

Signature of witness:



Digitally signed by Michelle Allamby  
Property Services Endeavour Energy  
michelle.allamby@endeavourenergy.com.au  
Date: 2021.12.23 16:25:37 +1100

Name of witness:

Michelle Allamby

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

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

Signature of attorney:



Digitally signed by Simon Lawton  
Strategic Property Manager, Endeavour Energy  
simon.lawton@endeavourenergy.com.au  
Date: 2021.12.23 16:00:11 +1100

Name and position of attorney:  
Simon Lawton  
Strategic Property Manager

Power of attorney:  
Book 4793 No 57

Endeavour Energy reference:

DBL2509 & UML9617

Date of signature:

23 December 2021

REGISTERED:



16/05/2023



Digitally signed by Michelle Allamby  
Property Services Endeavour Energy  
michelle.allamby@endeavourenergy.com.au  
Date: 2021.12.23 16:30:26 +1100

Witness

Ref: 211075-4

**Lodger Details**

Lodger Code 508387N  
Name MOIRS LAW  
Address 280 RAILWAY PDE  
CARLTON 2218  
Lodger Box 1W  
Email CONSOLIDATIONS@MOIRSLAW.COM.AU  
Reference 230011

Land Registry Document Identification

**AU604226**

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP107356	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP107356  
Other legal entity

**Meeting Date**

24/09/2024

**Repealed by-law No.**

**Details** N/A

**Amended by-law No.**

**Details** N/A

**Added by-law No.**

**Details** Special By-Law 1, 2

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

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

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

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

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

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

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP107356

**Signer Name** JAMES WILLIAM MOIR

**Signer Organisation** MOIRS LAW PTY LTD

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 21/11/2024



## By-Laws

Electronic signature of me, Andrew Tunks,  
affixed by me, on 30/10/24 at 10:00 AM  
Property & Stock Agent Act 2002 Licence No  
1361054

## Strata Plan 107356

### 2 CONFERTA AVENUE TALLAWONG

"Annexure A"

The Following are the Standard By-laws registered with the scheme. Strata Plan registration  
Date: 07/06/2024

#### 1 Definitions and interpretation

##### 1.1 Statutory definitions

In these by-laws, a word or expression has the meaning given to it in the Act if it is:

- (a) defined in the Act; and
- (b) used but not defined in these by-laws.

##### 1.2 Further definitions

In these by-laws, unless the contrary intention appears:

Act means the Strata Schemes Management Act 2015 (NSW).

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, state or local government, semi-government, quasi- government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal, having jurisdiction and power in relation to the Scheme.

Balcony means a balcony, terrace, patio, veranda, winter garden or courtyard forming part of a Lot.

Balcony Fittings means the Common Property taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the building/s constructed within the Scheme and includes all recreational facilities, car parking, Storage Areas and Common Property within the Scheme.

Building Manager means the building manager appointed by the Owners Corporation under by-law 47.

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

- (a) Common Property structures, including the Common Property walls, floors and ceilings enclosing a Lot;
- (b) the structure of a Lot;
- (c) the internal walls inside a Lot (eg, a wall dividing 2 rooms in a Lot);
- (d) Common Property services; or
- (e) services in the Building, whether or not they are for the exclusive use of a Lot, but excluding:
- (f) minor fit out works inside a Lot;
- (g) works or alterations to the interior of Common Property walls in a Lot; and
- (h) works which an Owner is entitled to carry out under a Common Property Rights By-law, unless such works are likely to affect the operation of fire safety devices in a Lot or reduce the level of safety in a Lot or on the Common Property.



Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

Common Property Rights By-law has the meaning given to the term "common property rights by-law" under the Act.

Consent Authority means the Authority from time to time with the power to grant Development Consent in respect of the Parcel, and includes Council.

Report Date: 30th October 2024



## **Strata Plan 107356**

### **2 CONFERTA AVENUE TALLAWONG**

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Contractor means any contractor, subcontractor, consultant or agent.

Cosmetic Work has the same meaning as the term "cosmetic work" under section 109 of the Act.

Council means the local council having jurisdiction over the local government area where the Scheme is situated.

Covenants includes positive covenants, restrictive covenants, restrictions as to user, by-laws, Common Property Rights By-laws, easements, licences, sublicenses, leases, sub-leases, rights and privileges.

Development Consent has the meaning given to the term "development consent" under the Environmental Planning and Assessment Act 1979 (NSW).

Embedded Network means a network and system in the Scheme for the supply of Embedded Utilities to the Scheme and/or one or more Lots, and includes Embedded Network Equipment.

Embedded Network Equipment means meters, equipment and fittings located within the Common Property and/or within one or more Lots associated with or ancillary to the Embedded Network.

Embedded Network Supplier means an entity that supplies Embedded Utilities.

Embedded Utilities includes one or more of the following:

- (a) embedded electricity network;
- (b) embedded gas network;
- (c) domestic hot water plant;
- (d) heat recovery from sources of waste heat including but not limited to air conditioning systems, car park exhausts, sewer flows and electricity generation;
- (e) combined heat and power systems;
- (f) embedded electrical and thermal generation including from solar panels or photovoltaics;
- (g) electric vehicle charging;
- (h) energy management and control;
- (i) electricity storage and discharge from batteries;
- (j) fibre to the home, data and internet services;
- (k) electricity, gas, hot water and/or mobile telephone signal distribution services;
- (l) services associated with any of the above.

Excluded Dog means any of the following:

- (a) a pit bull terrier;
- (b) an American pit bull terrier,
- (c) a dogo argentino;
- (d) a fila brasileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth Government; and
- (h) a dangerous dog, as defined under the Companion Animals Act 1998 (NSW).

Initial Period means the initial period of the Scheme.

Initial Period Restrictions means the restrictions set out in section 26 and/or section 132A of the Act.

Lot means a lot in the Scheme.



## **Strata Plan 107356**

### **2 CONFERTA AVENUE TALLAWONG**

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Occupier means the occupier, licensee or person in lawful possession of a Lot.

Original Proprietor means Deicorp Projects (Tallawong Station) Pty Ltd ACN 630 425 955 or another person or entity nominated by it by notice in writing to the Owners Corporation.

Owner means the registered proprietor of a Lot and includes:

- (a) the holder for the time being of a leasehold interest in the Lot; and
- (b) a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Parcel means the land comprising the Lots and the Common Property.

Recreational Facilities means any barbeque area, terrace area, playground, communal open space, communal room, meeting room or other similar facility located on the Common Property.

Rights includes easements, Covenants, dedications and other rights or obligations.

Scheme means the strata scheme created on registration of the Strata Plan.

Security Keys means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Site means the land comprised in the Strata Plan.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the Original Proprietor or Owners Corporation, as the case may be, has granted to an Owner being a right to the exclusive use and enjoyment of an area of Common Property for the purpose of storage.

Strata Committee means the strata committee of the Owners Corporation.

Strata Manager means the person appointed from time to time under Division 1 of Part 4 of the Act in relation to the Scheme.

Strata Plan means the strata plan registered with these by-laws.

Unit means any air conditioning unit installed or maintained on a Lot and/or on Common Property by an Owner or Occupier.

#### 1.3 Interpretation

In these by-laws, unless the contrary intention appears:

- (a) headings do not affect the interpretation of these by-laws and are for convenience only;
- (b) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation;
- (c) where a word or term is defined, its other grammatical forms have a corresponding meaning;
- (d) unenforceability of a part or a provision of these by-laws does not affect the enforceability of any other part or provision; and
- (e) a reference to:
  - (i) the singular includes the plural and conversely;
  - (ii) a person includes:
    - (A) a body corporate, unincorporated body, partnership, firm, Authority or other entity and conversely; and



## **Strata Plan 107356**

### **2 CONFERTA AVENUE TALLAWONG**

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(B) the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

(iii) a range of clauses is to each clause within the stated range and is inclusive;

(iv) any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time;

(v) any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislation or legislative provision substituted for it and all regulations and statutory instruments issued under it;

(vi) any Authority, association, society or body shall, in the event of the entity ceasing to exist or being reconstituted, renamed or replaced or its powers or functions being transferred to any other entity, be a reference to any other entity established or constituted in its place or succeeding to similar powers or functions;

(vii) conduct includes an omission, statement or undertaking, whether or not in writing; and

(viii) anything is a reference to the whole or any part of it (except that nothing in this provision excuses a person from performing the whole of an obligation just because they have performed part of the obligation).

#### **2 Noise**

An Owner or Occupier of a Lot must not create any noise on that Lot or on Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

#### **3 Vehicles**

(a) Subject to by-law 3(c), an Owner or Occupier must not park or stand any motor vehicle or other vehicle on Common Property or allow any invitee of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property except with the prior written approval of the Owners Corporation.

(b) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors (Visitor Space).

(c) A person visiting an Owner or Occupier at the Building may park a car in a Visitor Space for a consecutive period of up to 24 hours at any one time.

(d) An Owner or Occupier of a Lot must not at any time enclose any car parking space forming part of that Lot, or alter or erect anything on that car parking space.

#### **4 Obstruction of Common Property**

An Owner or Occupier must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

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

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or

(b) use for his or her own purposes as a garden any portion of Common Property.

#### **6 Damage to Common Property**

(a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into or otherwise damage or



## **Strata Plan 107356**

### **2 CONFERTA AVENUE TALLAWONG**

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deface any structure that forms part of Common Property except with the prior written approval of the Owners Corporation.

(b) An approval given by the Owners Corporation under this by-law cannot authorise any additions to Common Property.

(c) This by-law does not prevent an Owner from:

(i) carrying out Cosmetic Work to Common Property in connection with the Owner's Lot without the approval of the Owners Corporation under section 109 of the Act; or

(ii) installing:

(A) any locking or other safety device for the protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;

(B) any screen or other device to prevent the entry of animals or insects onto the Owner's Lot;

(C) any device or structure to prevent harm to children; or

(D) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot, without the approval of the Owners Corporation unless the device or structure is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lot or on Common Property.

(d) Any:

(i) Cosmetic Work to the Common Property carried out under by-law 6(c)(i); or

(ii) device or structure installed under by-law 6(c)(ii),

must be carried out or installed (as the case may be) in a competent and proper manner. Any device or structure installed under by-law 6(c)(ii) must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

(e) Despite section 106 of the Act, the Owner of a Lot must:

(i) properly maintain and keep in a state of good and serviceable repair any device or structure referred to in by-law 6(c)(ii) that forms part of the Common Property and that services the Lot; and

(ii) repair in a competent and proper manner any damage caused to any part of Common Property by:

(A) the carrying out of any Cosmetic Work to the Common Property under 6(c)(i); or

(B) the installation or removal of any device or structure installed under by-law 6(c)(ii).

(f) If an Owner or person authorised by an Owner installs a device or structure under by-law 6(c)(ii) which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law, the Owners Corporation or any person authorised by it may remove such device or structure and replace it with a device or structure which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law. The costs of the Owners Corporation in removing and replacing that device or structure shall be a debt payable by the Owner to the Owners Corporation on demand.

## **7 Behaviour of Owners and Occupiers**

(a) 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.

(b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that any persons authorised by that Owner or Occupier to enter the Building 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 the Common Property.

(c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must



## **Strata Plan 107356**

### **2 CONFERTA AVENUE TALLAWONG**

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ensure that the relevant authorised person complies with the relevant requirement.

#### **8 Children playing on Common Property in Building**

(a) An Owner or Occupier 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 car parking or recreational area or other area of possible danger or hazard to children.

(b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play in or otherwise obstruct the lifts, stairs or access ways on Common Property.

#### **9 Behaviour of invitees**

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

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

An Owner or Occupier must not deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item other than in:

- (a) any garbage chutes provided for that purpose to the floor on which their Lot is situated; or
- (b) any receptacles (other than garbage chutes) placed on Common Property for that purpose.

#### **11 Washing, curtains, vehicles**

An Owner or Occupier may not:

- (a) dry, air or display clothing, linen or washing other than in areas designated for that purpose by the Owners Corporation;
- (b) without the consent of the Strata Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside of their Lot; or
- (c) subject to section 109 of the Act, hang or otherwise apply any dressing, covering or other treatment on or to any window or door that faces Common Property or a public space other than blinds that have an appearance from outside the Lot of off white or cream in colour or that are otherwise approved by the Owners Corporation. All window and door dressings, coverings and other treatments must be of a uniform appearance from outside the Building.

#### **12 Cleaning windows and doors**

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of that Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or a specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all, in which case the Owners Corporation must keep clean the glass or that part of the glass that cannot be accessed by the Owner or Occupier.



## **Strata Plan 107356**

### **2 CONFERTA AVENUE TALLAWONG**

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

(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on Common Property any inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.

(b) 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.

#### **14 Moving and delivering furniture and goods**

(a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (eg furniture) through Common Property.

(b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:

- (i) comply with the reasonable requirements of the Owners Corporation, including a requirement to fit an apron cover to the Common Property lift;
- (ii) repair any damage they (or the person making the delivery) cause to Common Property; and
- (iii) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

(c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving into or moving out of the Building:

- (i) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
- (ii) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
- (iii) Owners or Occupiers may be prohibited from moving items through the front foyer(s) of the Building and/or restricted to using a particular lift of lifts nominated by the Owners Corporation; and
- (iv) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for the repair of damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

(d) The Owners Corporation may appoint the Building Manager and/or the Strata Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:

- (i) make arrangements with the person so appointed when they move in or out of the Building; and
- (ii) comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

#### **15 Floor coverings**

(a) 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.

(b) An Owner must not cover the floor space of a Lot with tiles, timber flooring or any other substance which may



## **Strata Plan 107356**

### **2 CONFERTA AVENUE TALLAWONG**

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cause a nuisance to or disturb the peaceful enjoyment of the Owner or Occupier of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion. For the avoidance of doubt, this by-law 15(b) does not prohibit an Owner from retaining a floor covering or treatment existing as at the date of registration of the Strata Plan.

(c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:

- (i) the installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and must comply with the requirements of the National Construction Code;
- (ii) the Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
- (iii) following installation of the floor covering or treatment, provide the Owners Corporation with an acoustic report prepared and signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with.

(d) By-law 15(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.

(e) This by-law 15 does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of a floor covering, treatment or surface.

(f) This by-law 15 is to be read subject to sections 109 and 110 of the Act.

#### **16 Garbage disposal**

(a) Owners and Occupiers must:

- (i) comply with all requirements of the Owners Corporation and any Authority in respect of the disposal of garbage, recyclable material or other waste; and
- (ii) where applicable:
  - (A) place their garbage and recycling bins (Bins) for collection at the collection point on the Common Property in the evening prior to pick-up by the garbage or recycling collector; and
  - (B) remove their Bins from the collection point as soon as possible after collection; and
  - (C) promptly remove anything which the Owner, Occupier or garbage or recycling collector may have spilled in the collection point and must take such action as may be necessary to clean the area within which that thing was spilled.

(b) In relation to shared receptacles for garbage, recyclable material or other waste (including without limitation any garbage chutes provided on Common Property), Owners and Occupiers must ensure that:

- (i) waste is transported to the receptacles in secure waterproof bags or containers and, in the case of fluid waste, in sealed containers that do not leak; and
- (ii) before waste is placed in the receptacles it is, 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, separated and prepared in accordance with the applicable recycling guidelines; and
- (iii) they do not put in a garbage chute:
  - (A) bottles or glass;
  - (B) liquids;
  - (C) items that weigh more than 2.5 kilograms; or
  - (D) boxes or other items that might block the garbage chute; or
  - (E) any other items determined by the Owners Corporation; and
- (iv) they safely and securely wrap all broken glass before placing it in the appropriate receptacle; and
- (v) promptly remove anything which the Owner, Occupier or garbage or recycling collector may have spilled in the



## **Strata Plan 107356**

### **2 CONFERTA AVENUE TALLAWONG**

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area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(c) In no circumstances may garbage, recyclable material or other waste be visible from outside the Building.

(d) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

#### **17 Keeping of animals**

(a) An Owner or Occupier of Lot may not, without the prior written approval of the Strata Committee, keep any animal on their Lot or Common Property except if it is:

(i) up to:

(A) two dogs (other than an Excluded Dog for which consent must not be granted);

(B) two cats; or

(C) one dog (other than an Excluded Dog for which consent must not be granted) or one cat; with a combined weight of no more than 30 kilograms.

(ii) a small caged bird (not an aviary);

(iii) fish in a tank; or

(iv) any other small animal approved by the Strata Committee.

(b) If an Owner or Occupier of a Lot may under this by-law 17 keep an animal on their Lot or on Common Property, then the Owner or Occupier:

(i) must ensure that the animal is at all times kept under control and usually in their Lot;

(ii) must ensure that the animal does not enter any part of the Common Property designated by the Strata Committee as an area in which animals may not enter and when the animal is in any part of the Common Property other than their Lot, that the animal is accompanied by the Owner or Occupier or other responsible person;

(iii) must, when the animal is in any part of the Common Property other than their Lot, keep the animal appropriately under control;

(iv) is liable to the Owners and Occupiers of other Lots and any other person lawfully in the Common Property for:

(A) any noise caused by the animal that is disturbing to an extent which is unreasonable; and

(B) damage to or loss of property or injury to any person caused by the animal; and

(v) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Common Property; and

(vi) must, if in the opinion of the Strata Committee (reasonably held) the Owner or Occupier is not complying with this by-law 17 and the Strata Committee so requests, remove the animal from the Common Property.

(c) This by-law 17 does not prevent the keeping of a dog used as a guide or hearing dog.

#### **18 Appearance of Lot**

(a) The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

(b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.

(c) An Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the



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exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):

- (i) the display of "for sale" or "for lease" signs, or any other form of notice or advertising; and
- (ii) satellite dishes or antennas.

(d) This by-law 18 is to be read subject to sections 109 and 110 of the Act.

#### **19 Change in use of Lot to be notified**

An Owner or Occupier of a Lot must notify the Owners Corporation if the Owner or Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (eg, if the use results in a hazardous activity being carried out on the Lot).

#### **20 Fire safety**

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or on Common Property that is likely to affect the operation of fire safety devices on the Site or to reduce the level of fire safety on the Lot or on Common Property.

#### **21 Prevention of hazards**

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or on Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using Common Property.

#### **22 Selling and leasing activities**

(a) The Original Proprietor may on Common Property and on any Lot owned or occupied by the Original Proprietor:

- (i) maintain selling and leasing offices and facilities;
- (ii) install, affix and maintain signs in connection with those selling and leasing activities; and
- (iii) conduct selling, leasing and auction activities, including holding events or functions in connection with the selling, leasing and/or auctioning of Lots in the Scheme.

(b) No other Owner or Occupier may maintain facilities or signs, nor otherwise conduct selling or leasing activities, without the approval of the Owners Corporation.

#### **23 Security**

##### **23.1 Rights and obligations of the Owners Corporation**

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards.

##### **23.2 Installation of security equipment**

Subject to this by-law 23, the Owners Corporation has the power to install and operate on Common Property audio



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and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

#### 23.3 Restricting access to Common Property

The Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in the Building on which an Owner or Occupier does not own or occupy a Lot and to which they do not have access under a Common Property Rights By-law; and
- (c) allow security personnel to use part of the Common Property to operate or monitor security of the Building.

#### 23.4 Obligations

An Owner or Occupier must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Building.

## **24 Security Keys**

#### 24.1 Providing Owners and Occupiers with Security Keys

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 23.

#### 24.2 Number of Security Keys per Lot

- (a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each Lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a Lot has.
- (b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Building car park/s. This will be determined by reference to how many car spaces each Lot has.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

#### 24.3 Ownership

Security Keys belong to the Owners Corporation.

#### 24.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys;
- (b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law 24 and, in particular, to manage the Security Key system. Any such agreement may contain provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

#### 24.5 Obligations

Owners and Occupiers must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if they lose a Security Key.

#### 24.6 Prohibitions



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An Owner or Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

#### **25 Air conditioning**

(a) Subject to sections 109 and 110 of the Act, an Owner, Occupier or the Owners Corporation must not install or maintain on a Lot or on Common Property any air conditioning unit other than of a type and style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Strata Committee.

(b) An Owner or an Occupier of a Lot is at all times responsible for ensuring that a Unit complies with all relevant legislation and regulations relating to the operating noise levels of the Unit and indemnifies the Owners Corporation against any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.

(c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a Unit to service his or her Lot (Exclusive Use Area).

(d) The Owner:

- (i) must maintain the Unit, or any modification or addition to the Unit, in a state of good and serviceable repair and appearance;
- (ii) must renew or replace the Unit whenever necessary or as reasonably required by the Owners Corporation;
- (iii) must, if the Owner decides to replace or renew the Unit, inform the Owners Corporation in writing of his or her intention to do so at least 14 days prior to the replacement or renewal;
- (iv) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
- (v) must repair any damage to the Common Property occurring in the installation, maintenance, replacement, repair or renewal of the Unit or any modification or addition to the Unit; and
- (vi) indemnifies the Owners Corporation against any liability or expense that would not have been incurred if the Unit had not been installed.

(e) The Unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.

(f) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that individual Lot is granted a right of exclusive use and enjoyment in accordance with by-law 25(c) above and must comply with by-laws 25(d)(i), 25(d)(ii), 25(d)(iii), 25(d)(iv) and 25(d)(v) except that:

- (i) the phrase "Air Conditioning System" is substituted in place of the word "Unit" where ever it appears in those paragraphs; and
- (ii) the word "installation" is deemed to be deleted from by-law 25(d)(v).

(g) If air handling condensers are located on the Balconies of Lots, they must be located either greater than 1.0m from the balustrade or, if located less than 1.0m from the balustrade, the condensers must be located on plinths or supports such that the top of the condenser is at least 760mm above the floor level, and the plinths or supporting structures are recessed beneath the condenser unit so that they do not project out and provide a foothold within the 150mm to 760mm zone. The fittings for the condensers are to be located on the end of the unit that is opposite to the balustrade and provided with a form of cover plate to avoid a foothold being created.

#### **26 Structural support in the Building**



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An Owner or Occupier must not carry out any alteration to any part of the Building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alterations and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the Owners Corporation.

#### **27 Access to inspect or read meters**

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter.

#### **28 Controls on hours of operation and use of facilities**

(a) The Strata Committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Scheme:

- (i) that facilities situated on the Common Property may be used only during certain times or on certain conditions; and
- (ii) that deliveries to or from a Lot or Lots are to be transported through or on Common Property only during certain times or on certain conditions.

(b) An Owner or Occupier of a Lot must comply with a determination referred to in by-law 28(a).

#### **29 Annual fire safety certification**

The Owners Corporation shall certify to the Council and the NSW Fire Brigade and provide a fire safety certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

#### **30 Loading and unloading**

An Owner or Occupier of a Lot must ensure that all loading and unloading of service vehicles in connection with the use of the Lot shall be carried out wholly within the Site at all times, or in designated on-street loading zones approved in consultation with Council under a traffic management plan.

#### **31 Unobstructed driveways and parking areas**

(a) An Owner or Occupier of a Lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.

(b) An Owner or Occupier of a Lot must not at any time use any car space or the Common Property for:

- (i) washing vehicles (other than the car wash bay area), and/or
- (ii) repairing, modifying and/or maintaining any vehicle whatsoever



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#### **32 Vehicular access**

The Owners Corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the Common Property are to be driven in a forward direction at all times.

#### **33 Noise control - plant and machinery**

An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.

#### **34 Public access**

An Owner or Occupier must not obstruct a public access way with any materials, vehicles, refuse, skips or the like under any circumstances.

#### **35 Energy and water rated appliances**

All appliances installed in a Lot must be energy rated appliances with an energy star rating of 2 stars or more. All fittings must be water saving fittings and appliances with a AAA water rating or more. This by-law does not apply in respect of appliances situated within a Lot at the time that the Strata Plan is registered.

#### **36 Failure to comply with by-laws**

(a) The Owners Corporation may do any act, on behalf of an Owner or Occupier of a Lot, that the Owner or Occupier should have done under the Act or these by-laws, but which they have not done or, in the reasonable opinion of the Owners Corporation, they have not done properly.

(b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under this by-law 36. An Owner and/or Occupier must:

- (i) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier; and
- (ii) pay the Owners Corporation the costs incurred for doing the work.

(c) The Owners Corporation may recover money an Owner or Occupier owes it under this by-law 36 as a debt payable upon demand.

(d) The rights of the Owners Corporation under this by-law 36 are in addition to those that it has under the Act.

#### **37 Cleaning of Lot and range hoods**

The Owner or Occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every 3 months.



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#### **38 Products used in Scheme**

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. To the extent that they form part of the Common Property, the Owners Corporation must treat and maintain those materials regularly and in accordance with the suppliers' recommendations.

#### **39 Balconies**

##### 39.1 What can be kept on a Balcony?

An Owner or Occupier may keep pot plants, landscaping and occasional furniture on the Balcony of their Lot if:

- (a) it is of a type approved by the Owners Corporation;
- (b) it is of a standard commensurate with the standard of the Building;
- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous; and
- (e) it is not likely to be blown off or fall from the Balcony.

##### 39.2 Prohibitions on items on balconies

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like equipment on the Balcony of their Lot.

##### 39.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

##### 39.4 Enclosing a Balcony

Owners and Occupiers must not enclose their Balconies.

##### 39.5 Portable items to be removed when Balcony not in use

Owners and Occupiers must remove from their Balcony all portable items, including but not limited to toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

##### 39.6 Owner and Occupier responsibilities

Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.

##### 39.7 Indemnity

Each Owner and Occupier indemnifies the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 39, unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) damage to a Lot or to Common Property;
- (b) damage or injury to any person.

#### **40 Storing and operating a barbeque**

##### 40.1 Barbeques

Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:



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- (a) it is of a type approved under by-law 40.2;
- (b) it will not (and is not likely to) cause damage;
- (c) it is not (and is not likely to become) dangerous;
- (d) it is kept covered when not in operation;
- (e) it is kept clean and tidy; and
- (f) they comply with this by-law.

#### 40.2 Types of approved barbeques

Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:

- (a) a covered gas or electric portable barbeque; or
- (b) any other type approved by the Owners Corporation.

#### 40.3 Operating a barbeque

- (a) Owners and Occupiers may only operate barbeques during the hours of 9am and 9pm (or during other hours approved by the Owners Corporation).
- (b) When Owners and Occupiers use a barbeque, they must not create smoke, odours or noise which interferes unreasonably with another Owner or Occupier.

### **41 Carwash bays**

An Owner or Occupier using any car wash bay area (Wash Bay) in the Common Property must:

- (a) ensure that the Wash Bay is kept clean and all rubbish is removed from it; and
- (b) not use the Wash Bay at any time for temporary car parking.

### **42 Storage Areas**

(a) The Owner or Occupier of any Storage Area will:

- (i) not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
- (ii) be responsible for the repair of any damage caused to the Storage Area and/or Common Property as a result of the use of the Storage Area; and
- (iii) ensure the Storage Area is kept clean and free of all rubbish and vermin.

(b) The Owner or Occupier of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.

(c) Owners and Occupiers of any Storage Area acknowledge that the Storage Areas are located within a part of the Building which may be subject to water ingress, and must ensure that any item stored in the Storage Area is sufficiently elevated and covered to prevent damage to the item from such water ingress.

### **43 Smoking**

(a) An Owner, Occupier or any person authorised to be on a Lot or on the Common Property, must not smoke any cigarette, cigar or other product on the Common Property.

(b) An Owner and Occupier must ensure that any smoke caused by the smoking of tobacco or any other substance by a person within the Occupier's Lot does not penetrate into or become detectable within the airspace of any other Lot or the Common Property.



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#### **44 Building Works**

##### 44.1 Consent

An Owner or Occupier must have consent from the Owners Corporation to carry out Building Works.

##### 44.2 Procedures before carrying out the Building Works

Before carrying out Building Works, Owners and Occupiers must:

- (a) obtain necessary consents from the Owners Corporation and Authorities;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation if it is proposed to interfere with or interrupt services; and
- (d) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

##### 44.3 Procedures when carrying out Building Works

Owners and Occupiers carrying out the Building Works must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage caused to Common Property or the property of another Owner or Occupier.

##### 44.4 The Act prevails

This by-law 44 is to be read subject to sections 109 and 110 of the Act.

#### **45 Compliance with planning and other requirements**

##### 45.1 Use

Owners and Occupiers must ensure that their Lot is not used for any purpose that is prohibited by law.

##### 45.2 Occupation

Owners and Occupiers must ensure that the total number of adults residing in their Lot does not exceed twice the number of approved bedrooms in the Lot.

#### **46 Service of documents on Owner or Occupier of Lot by Owners Corporation**

A document may be served on the Owner or Occupier of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

#### **47 Building Manager**

##### 47.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management services for the Building.

##### 47.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

##### 47.3 Functions

The Building Manager may, in accordance with the agreement under which they are appointed, assist in exercising



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one or more of the following functions of the Owners Corporation:

- (a) managing Common Property;
- (b) managing and controlling the use of Common Property (otherwise than by Owners or Occupiers); and
- (c) maintaining and repairing Common Property.

#### **47.4 Office for Building Manager**

The Owners Corporation has the power to set aside and restrict access to parts of Common Property (which do not give access to a Lot) to allow the Building Manager and/or the Strata Manager to use those parts of Common Property to carry out any administrative tasks in connection with their functions.

#### **47.5 Subject to the Act**

This by-law 47 must be read subject to Part 4 of the Act.

### **48 Access rights**

For the purpose of section 122(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot, to perform any work described in section 122(1) of the Act, if the Owners Corporation provides 7 days' written notice to the Owner or Occupier of its intention to so enter the Lot.

### **49 Recreational Facilities**

An Owner or Occupier must:

- (a) not use the Recreational Facilities or their surrounds between the hours of 9pm and 7am;
- (b) ensure that any person authorised by the Owner or Occupier does not use the Recreational Facilities or their surrounds unless that Owner or Occupier or another Owner or Occupier accompanies them;
- (c) ensure that children are not in or around the Recreational Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (d) exercise caution at all times and not behave in any manner that is likely to interfere with the use of the Recreational Facilities by other persons;
- (e) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Recreational Facilities;
- (f) at all times be adequately clothed so as not to be likely to offend other persons using the Recreational Facilities or their surrounds;
- (g) comply with any rules that the Strata Committee may add or vary with respect to the use of the Recreational Facilities from time to time.

### **50 OptiComm Limited rights**

#### **50.1 Background**

- (a) OptiComm Limited (OptiComm) has installed equipment associated with the National Broadband Network (NBN), being fibre optic cables and other network equipment (Equipment), within the communication rooms, cabinets, pathways, conduits, lead-in conduits, cable trays, ducts, risers and any pits and pipes located on the Common Property (Pathways).
- (b) The Pathways are located on Common Property which is under the control of the Owners Corporation.

#### **50.2 Owners Corporation**

The Owners Corporation, Owners and Occupiers must, for the benefit of OptiComm:

- (a) not use, alter or interfere with the Pathways in which the Equipment is located;



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- (b) not prevent OptiComm or its Contractors from using and maintaining the Pathways and installing additional facilities within the Pathways as required by OptiComm;
- (c) allow OptiComm to enter onto any part of the Common Property or a Lot to enable OptiComm to repair, maintain, replace or install the Equipment;
- (d) give any reasonable assistance which OptiComm or its Contractors require/s in exercising the powers under Schedule 3 of the Telecommunications Act 1997 (Cth) (Schedule 3), including in relation to the issuing of notices required under Schedule 3;
- (e) not permit any other person or telecommunications carrier to use, alter or interfere with the Equipment or the Pathways without the consent of OptiComm; and
- (f) notify OptiComm where they receive a notice under Schedule 3 or access request from another telecommunications carrier in relation to the Pathways.

#### 50.3 Acknowledgement and waiver

The Owners Corporation, Owners and Occupiers:

- (a) acknowledge that OptiComm is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);
- (b) acknowledge that, in accessing the Site, OptiComm or its contractors will exercise the powers and immunities under Schedule 3, to the extent to which such activities involve inspection, installation and maintenance for the purposes of Schedule 3;
- (c) acknowledge that the Pathways are for use in connection with a telecommunications network, and that they may be accessed by other telecommunications carriers in accordance with Schedule 3 of the Telecommunications Act 1997 (Cth); and
- (d) waive their right to:
  - (i) receive any notice under clause 17, clause 18 or clause 19 of Schedule 3 that OptiComm may otherwise be required to serve in relation to any activity to be undertaken in the Development, including if OptiComm needs to access the Pathways in the future for maintenance activities; and
  - (ii) object to any such activity.

#### 50.4 Ancillary areas

- (a) If the Owners Corporation is not the owner of any areas ancillary to the Site, the Owners Corporation must, if requested by OptiComm, use its best endeavours to assist OptiComm to obtain the waiver referred to in by-law 50.3(d) from the owners and occupiers of the relevant areas.
- (b) If the Owners Corporation cannot obtain the relevant waiver, the Owners Corporation must, as soon as practicable, provide OptiComm with a written notice which sets out details of the location, owner and occupier of the particular areas.

#### 50.5 Entering into agreements

- (a) The Owners Corporation has the authority to, and must enter into any agreement with OptiComm or deed poll for the benefit of OptiComm which is on terms substantially similar to those contained in this by-law 50.
- (b) The Owners Corporation has the authority to, and must grant a licence to OptiComm over the Pathways for the period of time that OptiComm supplies Equipment to the Owners Corporation or the Building. OptiComm may grant a sub-licence or transfer its licence to any other party that supplies Equipment from time to time. The Owners Corporation agrees to sign any document reasonably required to effect such a sub-licence or transfer.

## **51 Embedded Networks**

- (a) The Owners Corporation has the power to appoint, and enter into agreements with, Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Scheme for the supply of Embedded Utilities:
  - (i) to the Common Property and/or one or more Lots; and/or
  - (ii) to the Original Proprietor generally.



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Any such appointments or agreements may involve the grant of Rights over the Common Property, including without limitation Rights in favour of an Embedded Network Supplier or the Original Proprietor or any area leased to an Embedded Network Supplier or the Original Proprietor.

(b) The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

(c) The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

(d) If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions:

(i) the agreement must be ratified by the Owners Corporation at the first annual general meeting;

(ii) the Owners Corporation may agree to pay the Embedded Network Supplier market-based rates for the supply of Embedded Utilities under the agreement;

(iii) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Utilities to the Common Property and/or one or more (including all) Owners in respect of the supply of Embedded Utilities to Lots;

(iv) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and

(v) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier

(e) If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

(i) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;

(ii) the pricing of the Embedded Utilities supplied under the agreement may be as agreed by the Owners Corporation; and

(iii) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Utilities to the Common Property and/or one or more (including all) Owners in respect of the supply of Embedded Utilities to Lots.

(f) An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

(i) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network supplier does not properly perform its functions or comply with its obligations under the agreement; and

(ii) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier.

## **52 Management Statement**

(a) In this by-law, unless the contrary intention appears, Management Statement means the building management statement registered in accordance with the Conveyancing Act 1919 (NSW), which applies to the Scheme.



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- (b) The Management Statement contain by-laws which affect the Scheme.
- (c) Owners and Occupiers, as well as the Owners Corporation, must comply with the Management Statement.
- (d) If there is any inconsistency between the terms of the Management Statement and these by-laws:
  - (i) the Management Statement will prevail; and
  - (ii) the Owners Corporation must amend these by-laws to remove the inconsistency.
- (e) A breach of the by-laws contained in the Management Statement amounts to a breach of these by-laws.

#### **53 Electric Vehicle Charging Stations**

##### 53.1 Allocation of car spaces

- (a) Those Common Property car spaces shown marked "Electric Charging Point" or "ECP" on the Strata Plan have been designated as charging stations for electric vehicles (ECP Spaces).
- (b) The Owners Corporation may, by resolution at a general meeting, determine to vary the number and location of Common Property car spaces so designated.
- (c) The Owners Corporation may, by resolution at a general meeting, adopt rules and procedures for the use of the ECP Spaces.

##### 53.2 Entering into agreements

The Owners Corporation has the authority to and may enter into an agreement with a service provider in respect of the installation, operation, repair, replacement and maintenance of any equipment required for the use of the ECP Spaces as electric vehicle charging stations.

##### 53.3 Owner or Occupier use of ECP Spaces

Owners and Occupiers must:

- (a) not use the ECP Spaces except in accordance with rules and procedures adopted from time to time by the Owners Corporation;
- (b) exercise caution at all times and not behave in any manner that is likely to interfere with the use of the ECP Spaces by other persons;
- (c) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the ECP Spaces; and
- (d) comply with any rules that the Strata Committee may add or vary with respect to the use of the ECP Spaces from time to time.

#### **54 Car Share Spaces**

##### 54.1 Allocation of car spaces

- (a) Those Common Property car spaces shown marked "Car Share" on the Strata Plan have been designated as parking spaces for car share vehicles (Car Share Spaces).
- (b) The Owners Corporation may, subject to compliance with any applicable Authority requirements, by resolution at a general meeting, determine to vary the number and location of Common Property car spaces so designated.
- (c) The Owners Corporation may, by resolution at a general meeting, adopt rules and procedures for the use of the Car Share Spaces.

##### 54.2 Entering into agreements

The Owners Corporation has the authority to and may enter into an agreement with a service provider in respect of the operation and use of the Car Share Spaces.



## **Strata Plan 107356**

### **2 CONFERTA AVENUE TALLAWONG**

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#### 54.3 Owner or Occupier use of Car Share Spaces

Owners and Occupiers must:

- (a) not use the Car Share Spaces except in accordance with rules and procedures adopted from time to time by the Owners Corporation;
- (b) exercise caution at all times and not behave in any manner that is likely to interfere with the lawful use of the Car Share Spaces by other persons; and
- (c) comply with any rules that the Strata Committee may add or vary with respect to the use of the Car Share Spaces from time to time.

#### **55 Lifts**

- (a) An Owner, Occupier or visitor must only use the lifts installed in the Building in accordance with the size and weight specifications displayed on the lift walls or as otherwise specified by the manufacturer.
- (b) An Owner or Occupier must not misuse or permit to be misused, obstruct or damage any lift in the Building and must not interfere with or impede the normal operation of the lifts installed.

#### **56 Access to Anchor Points**

- (a) The Owners Corporation, including its Contractors, has a right to access any Lot containing anchor points located on the Balcony of the Lot to maintain and clean the Building including any planters, on giving written notice to the Owner or Occupier of the Lot.
- (b) After service of a notice under by-law 56(a), the Owner and Occupier of the Lot must provide access to the Lot to the Owners Corporation, including its Contractors, at a reasonable time as nominated by the Owners Corporation from time to time and which must be no earlier than 48 hours after service of the notice.

### **The Following are the Special By-laws registered with the scheme.**

#### **1 Pre-Meeting & Electronic Voting**

##### **Registration Date: 30/10/2024**

##### A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

##### B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

##### C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.



## Strata Plan 107356

### 2 CONFERTA AVENUE TALLAWONG

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#### D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

## 2 Levying of Debt Collection Expenses

**Registration Date: 30/10/2024**

#### PART 1 - Preamble

- (i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
- (ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that are incurred during the debt recovery process.
- (iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

#### PART 2 - Definitions & Interpretation

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

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the strata committee' means expenses that may approved by the strata committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

#### PART 3 - Powers, Duties and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners



A handwritten signature in black ink, appearing to read 'Andrew Tunks', written over a light blue horizontal line.

## By-Laws

Electronic signature of me, Andrew Tunks,  
affixed by me, on 30/10/24 at 10:00 AM  
Property & Stock Agent Act 2002 Licence No  
1361054

### **Strata Plan 107356** **2 CONFERTA AVENUE TALLAWONG**

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Corporation from time to time;

(iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

#### PART 4 - Owners Right of Appeal

(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.



Form: 15CH  
 Release: 2.3

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

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

**Strata Schemes Management Act 2015  
 Real Property Act 1900**

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

(A) TORRENS TITLE 

For the common property CP/SP 107356
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(B) LODGED BY 

<b>573X</b>	<table><tr><td style="width: 10%;">Document Collection Box</td><td style="width: 10%;">Name</td><td style="width: 10%;">Company</td><td style="width: 10%;">Address</td><td style="width: 10%;">E-mail</td><td style="width: 10%;">Contact Number</td><td style="width: 10%;">Customer Account Number</td><td style="width: 10%;">Reference</td></tr><tr><td></td><td></td><td>NETWORK STRATA SERVICES</td><td>PO BOX 265 HURSTVILLE BC NSW 1481</td><td>admin@netstrata.com.au</td><td>1300 638 787</td><td>123421L</td><td>107356</td></tr></table>	Document Collection Box	Name	Company	Address	E-mail	Contact Number	Customer Account Number	Reference			NETWORK STRATA SERVICES	PO BOX 265 HURSTVILLE BC NSW 1481	admin@netstrata.com.au	1300 638 787	123421L	107356	<b>CODE</b>  <b>CH</b>
Document Collection Box	Name	Company	Address	E-mail	Contact Number	Customer Account Number	Reference											
		NETWORK STRATA SERVICES	PO BOX 265 HURSTVILLE BC NSW 1481	admin@netstrata.com.au	1300 638 787	123421L	107356											

- (C) The Owner-Strata Plan No. 107356 certify that a special resolution was passed on 24/9/2024
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. Special By-Law 1,2  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below :



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 107356 was affixed on 30/10/2024 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 :  **Electronic signature of me, Andrew Tunks, affixed by me, on 30/10/24 at 10:00 AM**  
**Property & Stock Agent Act 2002 Licence No 1361054**  
 Name : ANDREW TUNKS - NETSTRATA  
 Authority : Appointed Managing Agent

Signature : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Authority : \_\_\_\_\_

## Approved Form 10

### Certificate re Initial Period

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

\*that the initial period has expired.

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

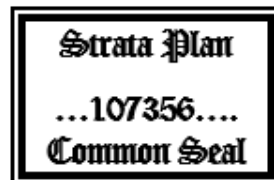
The seal of The Owners - Strata Plan 107356 was affixed 30/10/2024 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.



Signature: .....

Name: **Andrew Tunks of Netstrata**

Authority: **Appointed Managing Agent**



**Owners Corporation Consent**

Strata Scheme No 107356

Date 30 October 2024

CP/SP 107356

**Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 107356**

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 107356 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws Plans & diagrams

Regards

**Attestation**

The seal of The Owners - Strata Plan No 107356 was affixed on 30/10/24 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.



Signature: ..... Name: Andrew Tunks (Netstrata) Authority: Appointed Strata Agent  
Electronic signature of me, Andrew Tunks, affixed by me, on 30/10/2024 at 10:00 AM  
Property & Stock Agent Act 2002 Licence No 1361054

^ Insert appropriate date

“WARNING”



THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED

22 January 2025

**Infotrack Pty Limited**

**Reference number: 8004020184**

**Property address: U 512/2A Conferta Ave Tallawong NSW 2762**

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

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

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

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

Sincerely

**The Sydney Water team**

22 January 2025

**Infotrack Pty Limited**

**Reference number: 8004020186**

**Property address: U 512/2A Conferta Ave Tallawong NSW 2762**

## **Service location print is not available**

Unfortunately, we don't have a Service location print available for this property.

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

Sincerely

**The Sydney Water team**

# 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

SANDHU LAWYERS & ASSOCIATES  
13, GILGAI STREET  
BOX HILL NSW 2765

**Your reference** NABIL

### Certificate details

<b>Certificate no.</b>	PL2025/00515	<b>Fee</b>	<b>\$69.00</b>
<b>Date issued</b>	22 January 2025	<b>Urgency fee</b>	<b>N/A</b>
<b>Receipt no</b>	ReceiptNo		

### Property information

<b>Property ID</b>	414650	<b>Land ID</b>	407749
<b>Legal description</b>	LOT 134 SP 107356		
<b>Address</b>	512/2A CONFERTA AVENUE TALLAWONG NSW 2762		
<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

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

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

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

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

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

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

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

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

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

## Employment Land Zones Reforms

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

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

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

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

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

## Section 10.7 (2)

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

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

#### 1.1 Environmental planning instruments

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

The subject land is zoned under State Environmental Planning Policy (Precincts - Central River City) 2021.

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 an 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 B4 Mixed Use**

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**

*Boarding houses; Business premises; Car parks; Child care centres; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Office premises; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Retail premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4*

#### **4 Prohibited**

*Agriculture; Air transport facilities; Airstrips; Biosolids treatment facilities; Boat repair facilities; Boat sheds; Bulky goods premises; Caravan parks; Cemeteries; Correctional centres; Crematoria; Depots; Exhibition villages; Extractive industries; Farm buildings; Freight transport facilities; Funeral chapels; Funeral homes; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Mortuaries; Port facilities; Public administration buildings; Recreation facilities (major); Residential accommodation; Restricted premises; Rural industries; Rural supplies; Rural workers' dwellings; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste management facilities; Waste or resource management facilities; Wholesale supplies.*

## 2.2 Zoning under draft Environmental Planning Instruments

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

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

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

### 2.3 Additional permitted uses

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

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

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

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

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

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

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

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

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

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

## 2.5 Biodiversity

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

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

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

## 2.6 Conservation area

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

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

The areas where the plan applies are:

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

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

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

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

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

*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 land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being within 100m buffer around Category 1.

The *Rural Fires and Environmental Assessment Legislation Amendment Act 2002*, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. Bush fire prone land is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. On land that is bush fire prone, certain development may require further consideration under Section 79BA or Section 91 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

The subject land is shown on Council's Bush Fire Prone Land Map as being in Vegetation Category 1.

## 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

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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

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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 Drutt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website:

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

### 20.4 On the Public safety area map:

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

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

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

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

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

## 21. Development consent conditions for seniors housing

---

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

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

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

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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 has been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1979, for this land.

## 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

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:       Unit  
Dated:

---

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

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

**Applications, Orders etc**

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

**Owners Corporation management**

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

**Capacity**

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

**Requisitions and transfer**

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