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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Longevity Investment Group - Att: Aaron Cao	**phone**: 02 9763 1126 **email**: aaron.cao@lgvt.com.au
co-agent		
vendor	Yelong YAO	
vendor's solicitor	Kang Law Practice Ref: 10874 1 Durant Pl Cherrybrook NSW 2126	**phone**: 0404926789 **email**: ken@kang.com.au
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	205/1 Village Place, Kirrawee, New South Wales 2232 Registered Plan: Lot 5 Strata Plan 98216 Folio Identifier: 5/SP98216	
	☐ VACANT POSSESSION ☑ subject to existing tenancies	
improvements	☐ HOUSE ☐garage ☐carport ☑ home unit ☑carspace ☑storage space ☐ none ☐other:	
attached copies	☐documents in the List of Documents as marked or as numbered: ☐other documents:	

KANG LAW
19.05.2013

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

inclusions

☑ air conditioning	☐ curtains	☐ insect screens	☑ range hood
☑ blinds	☑ dishwasher	☑ internet/TV receiver	☐ solar panels
☑ built-in wardrobes	☐ EV charger	☑ light fittings	☐ solar power battery
☐ ceiling fans	☑ fixed floor coverings	☐ pool equipment	☑ stove
☐ clothes line	☑ other: microwave, dryer		

exclusions

purchaser

purchaser's solicitor — **phone**: **email**:

price $

deposit $ _____

balance $ (10% of the price, unless otherwise stated)

contract date (if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS

☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Executed by _____ ACN: _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below. _____ Signature of authorised person _____ Name of authorised person Director/Secretary or Sole Director/Secretary _____ Office held _____ Signature of authorised person _____ Name of authorised person Director/Secretary _____ Office held	**Executed** by _____ ACN: _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below. By signing below, each signatory also signs in their **personal capacity as guarantor** of the purchaser's obligations under the **Guarantee** clause under this Contract, unless this sentence is struck through before signing. _____ Signature of authorised person _____ Name of authorised person Director/Secretary or Sole Director/Secretary _____ Office held _____ Signature of authorised person _____ Name of authorised person Director/Secretary _____ Office held

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Choices

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

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

Manual transaction (clause 30) ☐NO ☐yes
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

Land tax is adjustable ☑ NO ☐ yes

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

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

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☑ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General
- ☑ 1 property certificate for the land
- ☑ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☑ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☑ 8 sewerage infrastructure location diagram (service location print)
- ☑ 9 sewer lines location diagram (sewer service diagram)
- ☑ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989
- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992
- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)
- ☑ 33 property certificate for strata common property
- ☑ 34 plan creating strata common property
- ☑ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other
- ☐ 61

Annexures prevail; no warranty is given as to the List of Documents.

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

NetStrata (NSW)

Address:
Email: admin@netstrata.com.au
Phone: 1300638787

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KANG LAW
19.05.2013

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Cherrybrook NSW 2126

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Property | Commercial
Family | Will & Estate

7 May 2026

Strata / Community Title Records Holder
Title reference: 5/SP98216

Authority to purchaser to inspect strata/community title records

Dear Sir/Madam

RE: YAO, Yelong sale of 205/1 Village Place, Kirrawee, NSW 2232

We refer to the above matter and we confirm that we act for the owner of the above property as their legal representative.

We hereby authorise the prospective purchaser or their representative to inspect the strata / community title records for the property and obtain copies of such records as they may require.

The owner or the lot does not give consent to and you are not authorised to charge the owner or the subject lot for whatever fees, charges or costs related to the inspection or search of the records. Such fees/costs are to be payable by whoever requesting for the inspection or the search of the records.

Yours faithfully

Ken Yunbei Kang | Principal Solicitor
T +61 404 92 6789 | E ken@kang.com.au | Kang Law Practice

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

205/1 Village Place Kirrawee 2232

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Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

206/1 Village Place, Manly 2232

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WARNINGS

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

Australian Taxation Office
County Council
Department of Education
Department of Planning, Housing and Infrastructure
Department of Primary Industries and Regional Development
Electricity, gas and telecommunications
Homes NSW
Local Council
Local Land Services
NSW Fair Trading
NSW Public Works
Owner of adjoining land
Privacy
Subsidence Advisory NSW
Transport agencies
Water, sewerage or drainage authority

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

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.**

13. **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

1.1 In this contract, these terms (in any form) mean –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

205/1 Wing Pradel Kirrawee 2232

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to $2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

2021 Ruth Price Kirawee 2262

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

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

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense; but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

20.16 Each *party* consents to –

20.16.1 any *party* signing this contract electronically; and

20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.

20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

● Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;

23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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Section 66W Certificate

I, _____ (full name),

of _____ (company/firm name),

of _____ (address),
certify as follows:

1. I am a Solicitor/Licenced Conveyancer currently admitted to practise in New South Wales;

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at

   address: **205/1 Village Place, Kirrawee, New South Wales 2232**

   from the vendor(s): **Yelong YAO**

   to the purchaser(s): _____

   in order that there is **no cooling off period in relation to that contract**;

3. I do not act for the vendor and am not employed in the legal practice of a solicitor acting for vendor nor am I a member or employee of a firm of which a solicitor acting for vendor is a member or employee; and

4. I have explained to the purchaser(s)**:**

   (a) The effect of the contract for the purchase of that property;

   (b) The nature of this certificate; and

   (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date _____

_____

Signature of Solicitor/Licenced Conveyancer

A. Special Conditions

Supplementary to 2026 edition Contract for sale of land

33. Interpretation

In Special Conditions, unless context otherwise requires or contrary intention appears:

33.1. This Contract is subject to any *legislation* that cannot be excluded. If any provision is, or becomes, invalid or unenforceable in a particular application or in relation to a particular fact, matter or circumstance, that provision is read down, or if necessary, severed only to the extent of that invalidity or unenforceability. The provision so read down or severed continues to operate in every other application and in relation to all other facts, matters and circumstances, and the remainder of this Contract is not affected.

33.2. If there is any conflict or inconsistency between these Special Conditions and the printed clauses, these Special Conditions prevail to the extent of that conflict or inconsistency.

33.3. The singular includes the plural and vice versa. A reference to any gender includes all genders. "Person" includes a corporation and any legal entity. "Includes" and "including" are not words of limitation. A trustee is bound both in that capacity and personally.

33.4. A reference to a person includes that person's executors, administrators, successors, substitutes (including persons taking by permitted novation), and permitted transferees and assigns.

33.5. Any covenant, agreement, representation or warranty given by or for the benefit of more than one person binds or benefits them jointly and each of them severally.

33.6. This Contract is governed by the law of New South Wales. Each party submits to the non-exclusive jurisdiction of its courts.

33.7. Provisions expressed to apply after completion do not merge on completion.

34. Annexures, Attachments and Disclosures

34.1. The vendor gives the documents attached to this Contract as they were provided to the vendor, and does not warrant the accuracy, including any stated or shown area or dimension. Any matter apparent on or disclosed by any document attached to this Contract is taken to be disclosed for the purposes of the prescribed warranties.

34.2. The purchaser must not make any claim or requisition, object, delay completion, or rescind or terminate because of anything disclosed, provided or described in this Contract or in any annexure to it, whether or not it contains any error, omission or inaccuracy.

34.3. Any marking or notation of improvements or inclusions on the front page is indicative only and does not constitute a representation, warranty or contractual promise. The purchaser must rely on their own inspection, and no right of objection, requisition, delay or compensation arises from any item being absent, inaccurate or incorrectly marked.

35. Amendments to Printed Clauses

Printed clauses of this Contract are amended as follows:

35.1. In clause 6.1, delete "as to the *property*, the title or anything else and whether substantial or not" and insert in its place "if such error or misdescription substantially and adversely affects the property, the title or anything else" and delete clause 6.2.

35.2. In clauses 7.1.1, delete "5%" and insert in its place "1%".

35.3. In clause 7.1.3, delete "14" and insert in its place "7".

35.4. In clause 7.2.1, delete “10%” and insert in its place “1%”.

35.5. In clause 8.1.1, delete “on reasonable grounds” and insert “or a claim” immediately after “requisition”.

35.6. In clause 10, delete “or” at the end of clause 10.1.8 and add “or” to the end of clause 10.1.9 and add “10.1.10 any claim, grant, notice, order or declaration relating to native title, land rights or heritage protection under legislation, the common law or otherwise.”

35.7. In clause 10 – the following additional clause inserted “10.4 For the purpose of this clause 10 the Vendor discloses all of the materials appearing in the copy documents attached to this Contract whether specified in the table on page 2 or not”.

35.8. In clause 11.2, add after “*work order*” the words “with the consent and authority of the vendor” and after “*terminated*” the words “by reason of the vendor’s default only”.

35.9. Clause 13.8 is deleted and in clause 13.9 delete “and 13.8”.

35.10. Clause 14.4.2 is deleted.

35.11. Add at the end of clause 14.4: “If an assessment has not issued, land tax is to be adjusted on the amount the vendor will be required to pay for the land tax year in which completion occurs, using the most recently issued valuation from the Valuer General.”

35.12. In clause 14.8, delete “started” and insert in its place “completed”.

35.13. Clause 23.5.2 is deleted.

35.14. In clause 23.6, delete “and is not disclosed in this contract”. Replace clause 23.6.1 with “the vendor shall pay the instalments of it that were payable before the contract date”; Replace clause 23.6.2 with “the purchaser shall pay the instalments of it that are payable on or after the contract date.”

35.15. Clause 23.9 is deleted.

35.16. In clauses 23.13 and 23.14 delete “7” and insert in its place “1”.

35.17. In clause 31.2, replace “5 business days” with “1 day”.

36. Entire agreement, warranties, representations and acceptance of property

36.1. Subject to any *legislation* that cannot be excluded, the purchaser acknowledges and agrees that in entering into this Contract the purchaser:

(a) has inspected the property and, if applicable, any common property, and is satisfied with the condition of the property as at the date of this Contract, including all latent and patent defects, dilapidation, infestations, deterioration and want of repair;

(b) has not relied on, and must not rely on, any warranty, representation, statement, inducement or information given by or on behalf of the vendor or the vendor’s agents or representatives, other than those expressly set out in this Contract;

(c) has relied entirely on the purchaser’s own enquiries, investigations and inspections in relation to the property, including in respect of the condition of the property, its improvements, and its suitability for the purchaser’s intended use;

(d) accepts the property, inclusions, chattels and improvements in their condition and state of repair as at the date of this Contract, and acknowledges that any error, omission, discrepancy, damage, change, deterioration or other matter affecting the property, its inclusions, chattels or improvements, whether

occurring before or after the date of this Contract and whether latent or patent, does not entitle the purchaser to make any claim, requisition, objection, rescind, terminate, delay completion or claim compensation;

(e) acknowledges that the vendor does not warrant the accuracy of any description, measurement, depiction or statement relating to the property, its inclusions or improvements unless expressly included in this Contract, and the purchaser has relied on its own inspection and investigations in this regard; and

(f) accepts the property subject to all matters disclosed in this Contract and must not object, requisition, rescind, terminate or delay completion because of any defect, dilapidation, condition or any encroachment (latent or patent) existing at the date of this Contract, except to the extent the matter constitutes an undisclosed adverse affectation within the meaning of the *legislation*.

36.2. The purchaser must not make any requisition, claim or objection, or rescind, terminate or delay completion of this Contract because of any matter referred to in this clause.

36.3. If the purchaser makes any claim, requisition, objection or demand, or seeks compensation, repair, rectification, abatement, delay, rescission or termination, because of any matter referred to in this clause, the vendor may, in addition to its rights under clause 7, rescind this Contract by notice to the purchaser, and clause 19 applies.

37. Existing encumbrances & charges

37.1. The purchaser must not make any claim, objection, requisition, demand to postpone completion or refuse to complete merely because a mortgage, caveat or any other charge or encumbrance is recorded on the title at completion. On completion the purchaser must accept a registrable discharge, withdrawal, or any other document or payment sufficient to procure the removal of that dealing, and the vendor must pay or allow the purchaser the applicable registration fees.

37.2. For the avoidance of doubt, the existence of any such mortgage, caveat, charge or encumbrance does not of itself mean that the vendor is not ready, willing or able to complete.

38. Failure to complete

38.1. If the purchaser completes this Contract but does not do so on or before the date for completion, then on completion the purchaser must pay the vendor interest at an interest rate of 10% per annum (Interest Rate) on the balance of the price from the date for completion inclusive to actual completion exclusive, together with any reasonable costs or amounts actually paid or forfeited by the vendor in consequence of the purchaser's failure to complete. If completion does not occur, those amounts and costs are recoverable by the vendor as a liquidated debt.

38.2. If the purchaser fails to complete on the date for completion or an agreed completion date or otherwise causes completion not to proceed after arrangements have been made for completion to occur on that date, the purchaser must, in addition to any other money payable under this Contract, pay to the vendor's solicitor a GST-inclusive fee of $220 as the agreed additional costs arising from each such failure or cancellation.

38.3. The purchaser is not required to pay for the vendor's costs or the interest for any period during which completion cannot occur solely because of the vendor's inability to complete, provided that the vendor's inability is not caused or contributed to by any act, omission or

default of the purchaser and provided further that the vendor is allowed a reasonable period to make arrangements for completion.

38.4. Notwithstanding any other provision of this Contract, land tax includes surcharge land tax. If completion does not occur on or before the date for completion for any reason other than the vendor's breach and completion occurs in a later land tax year, the purchaser must on completion pay the vendor the full amount of any land tax or increased land tax for that later land tax year that the vendor becomes or will become liable to pay in respect of the property, whether or not an assessment has issued. If an assessment has not issued, land tax is to be adjusted on the amount the vendor would pay calculated by reference to the applicable land tax rates for that land tax year and the unimproved value of the property as shown in the most recently issued valuation from the Valuer General of New South Wales.

39. Notice to complete

39.1. If completion does not occur on the date for completion, a party who is not in default and is ready, willing and able to complete may serve a notice making time of the essence and requiring the other party to complete not less than 14 days after the date of service of the notice. The parties agree that this period of 14 days is reasonable and sufficient time to complete this contract.

39.2. If the vendor serves a notice to complete, the purchaser must in addition to any other money payable under this Contract pay to the vendor's solicitor a GST inclusive fee of $330 as agreed additional costs arising from the issuing of the notice to complete.

40. Non-merger

40.1. Any money payable by the purchaser to the vendor but for any reason unpaid on completion remains a liquidated debt due to the vendor on which interest at the Interest Rate and any costs incurred by the vendor to recover the liquidated debt must be paid by the purchaser until repayment in full. The liquidated debt, costs and interest are secured by a charge over the property after completion and the purchaser hereby authorises the vendor to lodge a caveat over the property in respect of that charge after completion if any such debt is then due.

41. Death or liquidation

41.1. Without limiting any rights or remedies available at law or in equity, if before completion a party (or any one of them, if more than one):

(a) dies or becomes incapable of managing their affairs within the meaning of any applicable mental health or guardianship legislation; or

(b) in the case of a body corporate, becomes subject to any form of external administration or insolvency procedure,

the other party may rescind this Contract by written notice, and clause 19 applies.

42. Deposit Instalment

42.1. Clause 2.5 is deleted and the parties agree that the deposit is 10% of the price. "Deposit Instalment" means any amount paid or agreed to be paid towards the deposit, whether stated on the front page, agreed by the vendor or the vendor's agent, contained in any provision of this Contract, or otherwise paid by the purchaser as part of the deposit.

42.2. The time for payment of each Deposit Instalment is an essential term of this Contract. If the purchaser does not pay any Deposit Instalment by the time it is due under the Contract or as otherwise agreed:

(a) the vendor may terminate this Contract under this clause or under clause 9 and the amount of deposit actually paid is immediately forfeited to the vendor without further notice; and

(b) if the vendor terminates this Contract because of the purchaser's default and the deposit has not been paid in full, the purchaser must immediately pay the balance of the deposit to the vendor. When paid, that balance forms part of the deposit and is immediately forfeited to the vendor.

42.3. The vendor's rights under this clause are in addition to, and do not limit, the vendor's rights to recover damages at law, in equity or under this Contract.

43. Release of deposit

43.1. The purchaser irrevocably authorises the depositholder to release the deposit as the vendor directs, but only for the following purposes:

(a) payment of the vendor's deposit, stamp duty or settlement funds for the vendor's own purchase of real property;
(b) payment to any registered or equitable mortgagee on completion; and
(c) payment to Revenue NSW for stamp duty or land tax.

43.2. The deposit must only be released directly to the vendor's incoming vendor's trust account, the mortgagees on completion, or Revenue NSW.

43.3. If the deposit released is for the vendor to pay the deposit for the vendor's own purchase of real property then the deposit must not be further released until this contract completes.

44. Real estate agent

44.1. The purchaser was not introduced to the property or the vendor by any agent other than the one (if any) named in this Contract as the vendor's agent. The purchaser indemnifies the vendor against any claim made by any other party for commission or other payments as a result of a breach of this warranty. The provisions of this clause shall not merge on completion.

45. Miscellaneous

45.1. The vendor does not have a building certificate in respect of the improvements and the purchaser is not entitled to require the vendor to do anything in relation to obtain a building certificate.

45.2. The vendor is not liable to pay compensation nor is it required to erect or contribute to the expense of erecting or moving any fencing.

45.3. If required by the vendor, the parties agree that the depositholder shall transfer the deposit or part deposit to the vendor's solicitor's trust account to be made available at the PEXA settlement workspace for this matter as source funds to be released at completion. If the completion fails the deposit or part deposit shall continue to be held in the trust account of the vendor's solicitor.

45.4. The purchaser may only raise requisitions in the applicable STRATA TITLE or RESIDENTIAL PROPERTY form annexed to this Contract, and the vendor's reply is limited to the reply annexed (or, if not annexed, provided within a reasonable time after the contract date). The purchaser may not object, claim or delay completion in relation to this clause.

45.5. If this Contract is subject to a lease, the purchaser acknowledges and agrees that:

(a) the vendor makes no representation or warranty that the tenant will comply with the terms of the lease or remain in occupation for the duration of the lease term;

(b) the vendor shall not be liable to the purchaser for any loss, cost or liability suffered by the purchaser if the tenant breaches any term of the lease or the lease is terminated before its stated expiry date for any reason; and

(c) The provisions of this clause shall not merge on completion.

APPLICABLE IF NON-NATURAL PERSON PURCHASER

46. Guarantee

46.1. Each person who signs this Contract as guarantor, in consideration of the vendor entering into this Contract, jointly and severally:

(a) guarantees the purchaser's due and punctual performance of all obligations under this Contract; and
(b) indemnifies the vendor against all loss, damage, cost or expense suffered or incurred as a result of any breach or default by the purchaser,

and the guarantee and indemnity are separate, principal and continuing obligations.

46.2. The vendor may recover any amount owing from a guarantor without first requiring payment from, or taking action against, the purchaser, and the liability of a guarantor is not affected by any:

(a) variation, extension, waiver, indulgence or compromise between the vendor and the purchaser;
(b) release of, or failure to perfect, any security; or
(c) insolvency, administration or liquidation of the purchaser.

46.3. This guarantee is binding on each guarantor and their executors, administrators and assigns, and it is for the benefit of the vendor and any person who becomes entitled to the vendor's rights under this Contract.

46.4. The provisions of this clause shall not merge on completion.

B. Requisitions under Special Conditions

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Date:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
   (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996* (*the Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
   (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?
      (iii) please state the builder's name and licence number;

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(iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

17. If a swimming pool is on the common property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?

18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

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

Owners corporation management

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

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

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C. Replies to Requisitions under Special Conditions

Replies to STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Date:

---

1. Noted.
2. No.
3. (a)-(f) Refer to the lease annexed and make inquiries with the sales agent.
4. No.
5. (a)-(b) Refer to the lease annexed and make inquiries with the sales agent.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. At the office of the discharging mortgagee if there is a mortgage otherwise at our office.
10. No.
11. Noted.
12. See the contract. If no adjustment is required then any outstanding tax will be paid. Please advise if you do not receive a clear s 47 certificate.
13. Noted.
14. No.
15. (a) As far as vendor is aware yes.
    (b) Not that the vendor is aware.
    (c) No.
    (d) No.
    (e) If applicable then this information has been provided.
16. As to the vendor no.
17. (a)-(d) Not applicable.
18. (a) Not applicable.
    (b) No.
    (c) No.
19. (a) Not that the vendor is aware.
    (b) Not that the vendor is aware.
    (c)(i)-(iii) Other than as disclosed in the contract no.
    (d)(i)-(vi) Not that the vendor is aware.
20. Yes.
21. The vendor relies on the contract.
22. Not as far as the vendor is aware.
23. Not as far as the vendor is aware but the purchaser is to rely on their own strata searches and s184 certificate .
24. Noted.
25. Noted.
26. Not applicable.
27. Noted.
28. The vendor relies on the contract and the vendor does not admit such right of the purchaser.
29. Not agreed.

D. Disclosure documents

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 5/SP98216

SEARCH DATE	TIME	EDITION NO	DATE
7/5/2026	4:31 PM	2	15/1/2019

LAND

LOT 5 IN STRATA PLAN 98216
AT KIRRAWEE
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

YELONG YAO (T AN994705)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP98216
2 AN994706 MORTGAGE TO AMAL TRUSTEES PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98216

SEARCH DATE	TIME	EDITION NO	DATE
7/5/2026	4:31 PM	8	1/4/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 98216 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KIRRAWEE
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP98216

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 98216
ADDRESS FOR SERVICE OF DOCUMENTS:
NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (29 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 652221 LAND EXCLUDES MINERALS
3 A465253 LAND EXCLUDES MINERALS
4 A885586 LAND EXCLUDES MINERALS
5 F87796 LAND EXCLUDES MINERALS
6 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1215830
7 AN229883 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 METRES(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1215830 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
9 DP1215830 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
10 DP1215830 EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
11 DP1215830 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
12 DP1215830 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
13 DP1215830 EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98216 PAGE 2

SECOND SCHEDULE (29 NOTIFICATIONS) (CONTINUED)

14 DP1215830 EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
15 DP1215830 EASEMENT FOR FUTURE ACCESS AND MAINTENANCE AND EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
16 DP1215830 EASEMENT FOR LIFT ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
17 DP1215830 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
18 DP1215830 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
19 DP1215830 RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
20 DP1215830 RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
21 DP1215830 EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
22 DP1215830 EASEMENT FOR ACCESS FOR RECREATIONAL USE AND MAINTENANCE AND REPAIR VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
23 DP1215830 EASEMENT FOR CAR WASH BAY VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
24 DP1215830 EASEMENT FOR VISTIOR CAR PARKING AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
25 DP1215830 EASEMENT FOR VISTIOR CAR PARKING APPURTENANT TO THE LAND ABOVE DESCRIBED
26 ATTENTION IS DIRECTED TO THE BUILDING MANAGEMENT STATEMENT FILED WITH AN597454
THE BUILDING MANAGEMENT STATEMENT IS TAKEN TO BE THE STRATA MANAGEMENT STATEMENT S.108 STRATA SCHEMES DEVELOPMENT ACT 2015
27 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015

28 AQ15592 INITIAL PERIOD EXPIRED
29 AV995361 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98216 PAGE 3

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

STRATA PLAN 98216

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 98216							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	42	2	42	3	31	4	39
5	53	6	30	7	39	8	35
9	30	10	42	11	38	12	42
13	42	14	31	15	40	16	53
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25	31	26	40	27	53	28	31
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61	41	62	36	63	31	64	54
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73	32	74	54	75	34	76	50
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81	43	82	37	83	32	84	54
85	35	86	50	87	52	88	42
89	55	90	32	91	42	92	37
93	32	94	55	95	35	96	50
97	52	98	42	99	56	100	33
101	51	102	53	103	42	104	57
105	33	106	45	107	31	108	40

109 - 43	110 - 52	111 - 39	112 - 35
113 - 43	114 - 40	115 - 41	116 - 42
117 - 45	118 - 31	119 - 40	120 - 42
121 - 52	122 - 38	123 - 36	124 - 43
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133 - 52	134 - 38	135 - 36	136 - 43
137 - 40	138 - 40	139 - 42	140 - 42
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145 - 52	146 - 39	147 - 36	148 - 43
149 - 40	150 - 40	151 - 42	152 - 42
153 - 46	154 - 31	155 - 41	156 - 43
157 - 53	158 - 39	159 - 36	160 - 44
161 - 41	162 - 41	163 - 42	164 - 43
165 - 46	166 - 32	167 - 41	168 - 43

END OF PAGE 3 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98216 PAGE 4

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

STRATA PLAN 98216

LOT ENT	LOT ENT	LOT ENT	LOT ENT
169 - 53	170 - 39	171 - 37	172 - SP105988
173 - 55	174 - 55	175 - 43	176 - 47
177 - 55	178 - 56	179 - 53	180 - 39
181 - 42	182 - 31	183 - 40	184 - 43
185 - 32	186 - 39	187 - 39	188 - 35
189 - 42	190 - 40	191 - 31	192 - 42
193 - 33	194 - 42	195 - 31	196 - 40
197 - 42	198 - 32	199 - 39	200 - 38
201 - 36	202 - 42	203 - 40	204 - 40
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209 - 40	210 - 42	211 - 32	212 - 39
213 - 38	214 - 36	215 - 42	216 - 40
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221 - 31	222 - 40	223 - 43	224 - 33
225 - 39	226 - 39	227 - 36	228 - 43
229 - 40	230 - 40	231 - 42	232 - 42
233 - 43	234 - 54	235 - 53	236 - 33
237 - 40	238 - 39	239 - 36	240 - 53
241 - 54	242 - 54	243 - 43	

STRATA PLAN 105988
LOT ENT
244 - 54

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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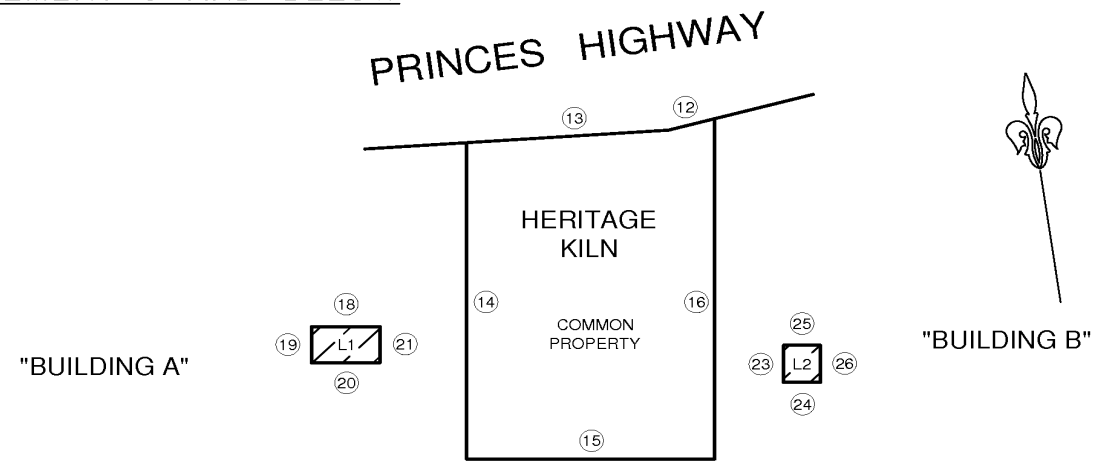
704/60 Park Street Sydney NSW 2000
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InfoTrack

No.	Distance	Desc.
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13	14.85	
14	25.4	
15	18.21	
16	27.32	
18	5.045	NW
19	2.875	WW
20	5.045	SW
21	2.875	EW
23	3	WW
24	2.7	SW
25	2.7	NW
26	3	EW

LOCATION PLAN

BASEMENT 3 AND BELOW



D P 1 2 1 5 8 3 0

1

NW DENOTES NORTH FACE OF WALL ON BOUNDARY
EW DENOTES EAST FACE OF WALL ON BOUNDARY
SW DENOTES SOUTH FACE OF WALL ON BOUNDARY
WW DENOTES WEST FACE OF WALL ON BOUNDARY

L1 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS (DP1215830)
L2 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS (DP1215830)

VW DENOTES VARIABLE WIDTH
LIS DNOTES LIMITED IN STRATUM

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 700

Registered
29.11.2018

SP98216

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:1 of 68
Ref:2897-15 /Src:M

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:2 of 68
Ref:2897-15 /Src:M

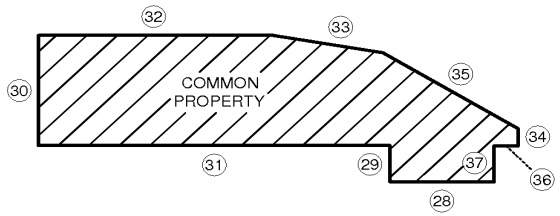
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32	17.215	NW
33	8.2	ENW
34	1.39	EW
35	11.645	ENW
36	1.77	NW
37	2.905	EW

LOCATION PLAN
BASEMENT 3 AND BELOW

"BUILDING C"

D P 1 2 1 5 6 3 0

1



ENW DENOTES NORTH-EAST FACE OF WALL ON BOUNDARY
NW DENOTES NORTH FACE OF WALL ON BOUNDARY
EW DENOTES EAST FACE OF WALL ON BOUNDARY
SW DENOTES SOUTH FACE OF WALL ON BOUNDARY
WW DENOTES WEST FACE OF WALL ON BOUNDARY

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

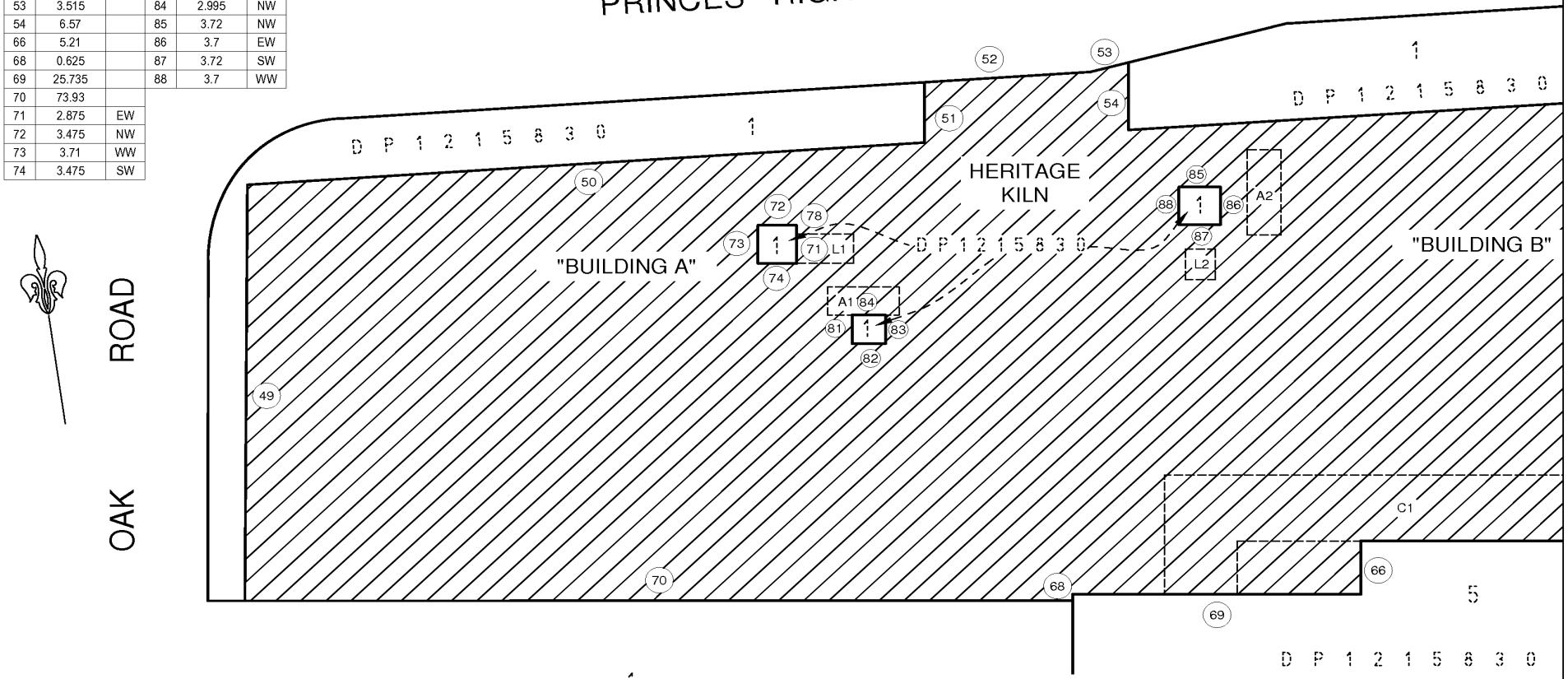
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 700

Registered
29.11.2018

SP98216

No.	Distance	Desc.	No.	Distance	Desc.
49	40.57		78	0.835	
50	60.615		81	2.775	WW
51	5.88		82	2.995	SW
52	14.85		83	2.775	EW
53	3.515		84	2.995	NW
54	6.57		85	3.72	NW
66	5.21		86	3.7	EW
68	0.625		87	3.72	SW
69	25.735		88	3.7	WW
70	73.93				
71	2.875	EW			
72	3.475	NW			
73	3.71	WW			
74	3.475	SW			

LOCATION PLAN
BASEMENT 2
PRINCES HIGHWAY



NW DENOTES NORTH FACE OF WALL ON BOUNDARY
EW DENOTES EAST FACE OF WALL ON BOUNDARY
SW DENOTES SOUTH FACE OF WALL ON BOUNDARY
WW DENOTES WEST FACE OF WALL ON BOUNDARY

L1-2 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS (DP1215830)
A1-2 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS (DP1215830)

C1 DENOTES RIGHT OF CARRIAGEWAY, VW & LIS (DP1215830

VW DENOTES VARIABLE WIDTH
LIS DNOTES LIMITED IN STRATUM

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

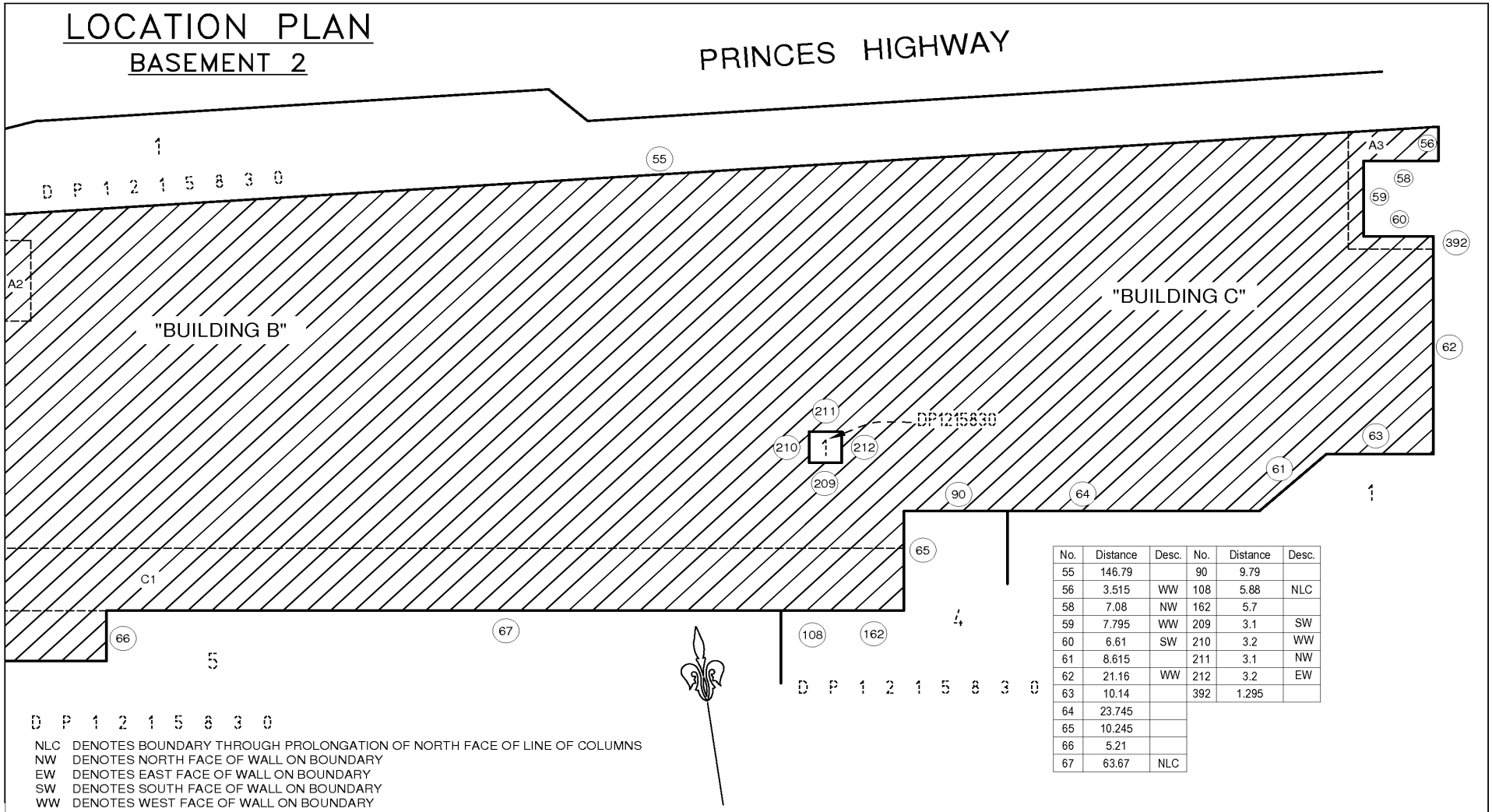
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 700

Registered 29.11.2018

SP98216

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:3 of 68
Ref:2897-15 /Src:M

LOCATION PLAN
BASEMENT 2



No.	Distance	Desc.	No.	Distance	Desc.
55	146.79		90	9.79	
56	3.515	WW	108	5.88	NLC
58	7.08	NW	162	5.7	
59	7.795	WW	209	3.1	SW
60	6.61	SW	210	3.2	WW
61	8.615		211	3.1	NW
62	21.16	WW	212	3.2	EW
63	10.14		392	1.295	
64	23.745				
65	10.245				
66	5.21				
67	63.67	NLC			

D P 1 2 1 5 8 3 0

NLC DENOTES BOUNDARY THROUGH PROLONGATION OF NORTH FACE OF LINE OF COLUMNS
NW DENOTES NORTH FACE OF WALL ON BOUNDARY
EW DENOTES EAST FACE OF WALL ON BOUNDARY
SW DENOTES SOUTH FACE OF WALL ON BOUNDARY
WW DENOTES WEST FACE OF WALL ON BOUNDARY

A2-3 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS (DP1215830)

C1 DENOTES RIGHT OF CARRIAGEWAY, VW & LIS (DP1215830

VW DENOTES VARIABLE WIDTH
LIS DNOTES LIMITED IN STRATUM

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 700

Registered
29.11.2018

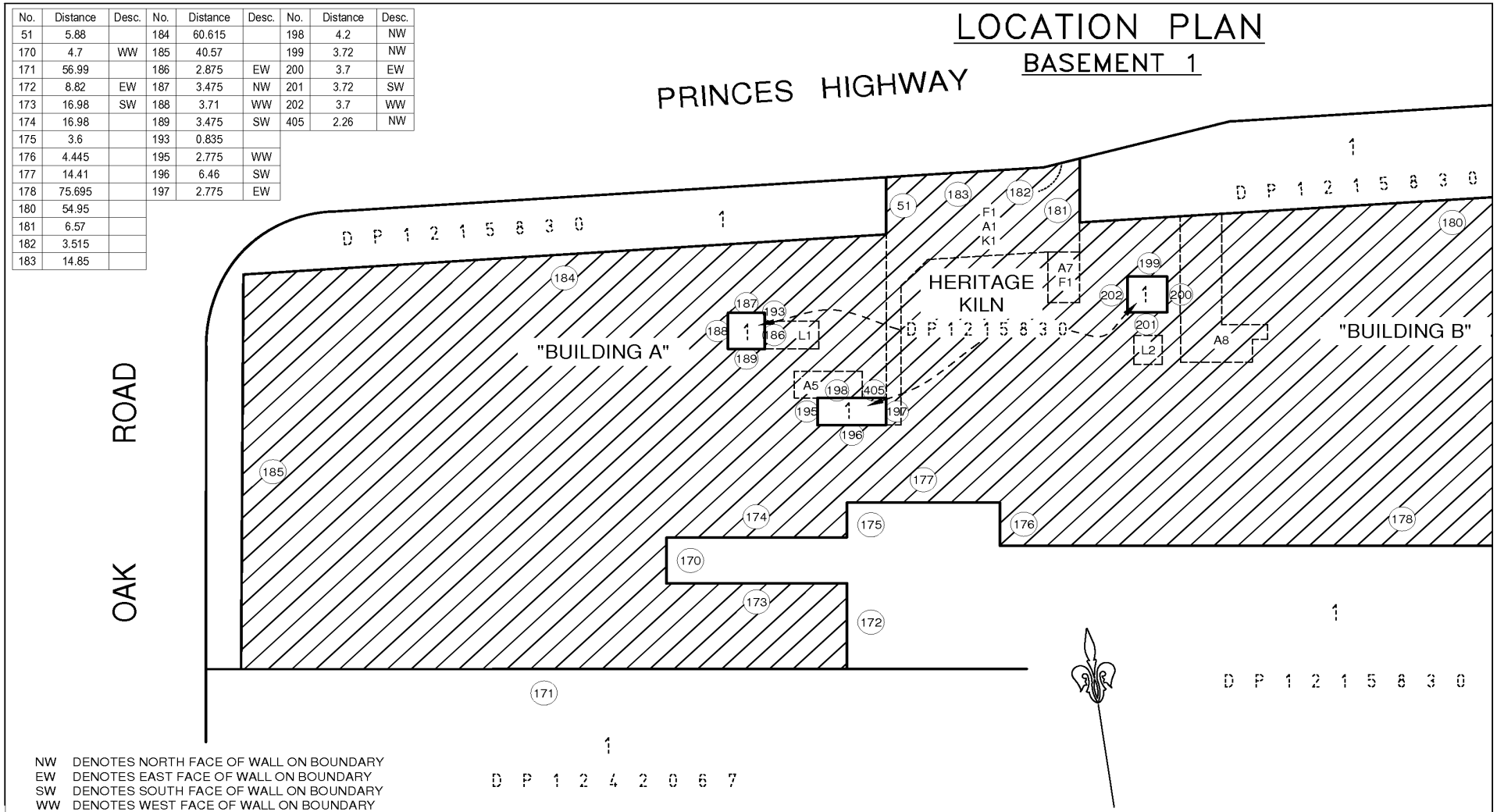
SP98216

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Ref:2897-15 /Src:M

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:5 of 68
Ref:2897-15 /Src:M

No.	Distance	Desc.	No.	Distance	Desc.	No.	Distance	Desc.
51	5.88		184	60.615		198	4.2	NW
170	4.7	WW	185	40.57		199	3.72	NW
171	56.99		186	2.875	EW	200	3.7	EW
172	8.82	EW	187	3.475	NW	201	3.72	SW
173	16.98	SW	188	3.71	WW	202	3.7	WW
174	16.98		189	3.475	SW	405	2.26	NW
175	3.6		193	0.835				
176	4.445		195	2.775	WW			
177	14.41		196	6.46	SW			
178	75.695		197	2.775	EW			
180	54.95							
181	6.57							
182	3.515							
183	14.85							

LOCATION PLAN
BASEMENT 1



NW DENOTES NORTH FACE OF WALL ON BOUNDARY
EW DENOTES EAST FACE OF WALL ON BOUNDARY
SW DENOTES SOUTH FACE OF WALL ON BOUNDARY
WW DENOTES WEST FACE OF WALL ON BOUNDARY

L1-2 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS (DP1215830)

A1,5, 7,8 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS (DP1215830)

VW DENOTES VARIABLE WIDTH
LIS DNOTES LIMITED IN STRATUM

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

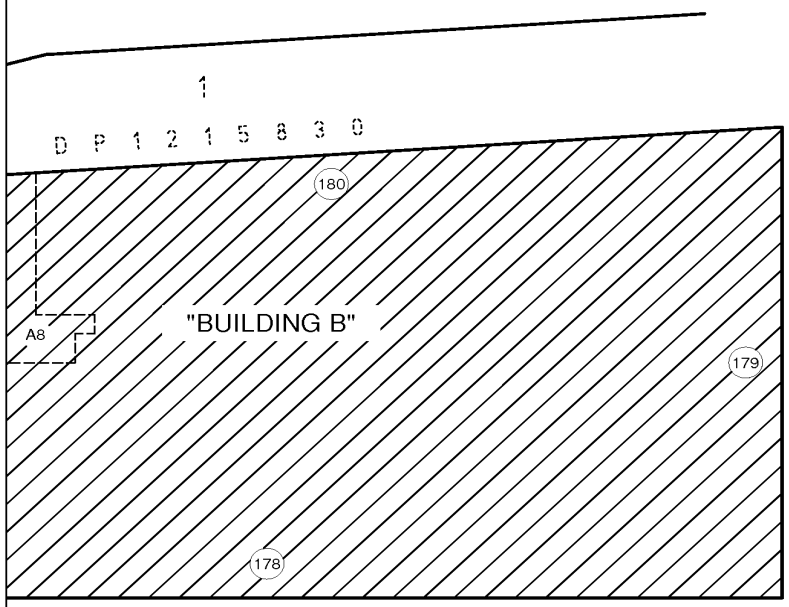
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 700

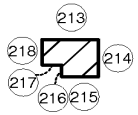
Registered 29.11.2018

SP98216

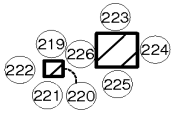
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Ref:2897-15 /Src:M

LOCATION PLAN
BASEMENT 1









1

D P 1 2 1 5 8 3 0

No.	Distance	Desc.
178	75.695	
179	37.805	
180	54.95	
213	4.11	NW
214	3	EW
215	2.7	SW
216	0.96	WW
217	1.41	SW
218	2.04	WW
219	1.38	NW
220	1.23	EW
221	1.38	SW
222	1.23	WW
223	3	NW
224	2.7	EW
225	3	SW
226	2.7	WW

NW DENOTES NORTH FACE OF WALL ON BOUNDARY
EW DENOTES EAST FACE OF WALL ON BOUNDARY
SW DENOTES SOUTH FACE OF WALL ON BOUNDARY
WW DENOTES WEST FACE OF WALL ON BOUNDARY

A8 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS (DP1215830)

VW DENOTES VARIABLE WIDTH
LIS DNOTES LIMITED IN STRATUM

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 700

Registered
29.11.2018

SP98216

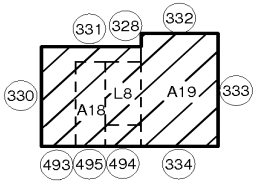
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Ref:2897-15 /Src:M

No.	Distance	Desc.	No.	Distance	Desc.
328	1.05	WW	501	2.105	NW
330	8	WW	502	1.36	WW
331	7.3	NW	503	2.555	NW
332	5.65	NW	504	2.665	WW
333	9.05	EW	505	2.775	EW
334	5.65	SW	506	2.995	SW
337	3.515		507	4.025	WW
338	14.85		508	2.285	WW
339	15.55	EW	514	12.08	NW
340	6.36	NW	515	6.13	NW
341	0.76	EW	522	1.8	SW
342	5.045	NW	529	0.89	WW
343	2.875	WW	530	1.56	WW
344	0.335	SW	531	1.45	NW
345	9.55	WW	533	1.45	SW
346	2.69	SW	535	7.25	NW
347	5.585	NW	536	2.45	NW
348	6.8	WW	537	2.25	NW
351	4.025	WW			
352	2.465	SW			
353	7.7	EW			
354	5.32	SW			
355	2.54	EW			
356	3	EW			
357	7.25	SW			
359	1.44	SW			
360	3.975	SW			
363	21.18	WW			
493	2.465	SW			
494	2.635	SW			
495	2.2	SW			

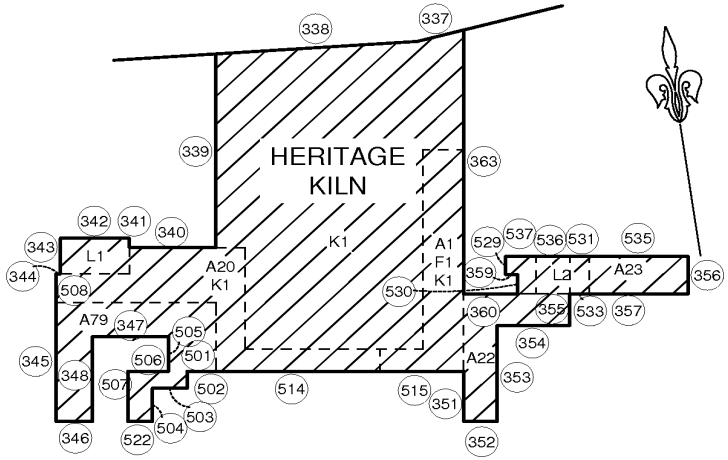
LOCATION PLAN

GROUND

PRINCES HIGHWAY



"BUILDING A"



"BUILDING B"

1

D P 1 2 1 5 8 3 0

NW DENOTES NORTH FACE OF WALL ON BOUNDARY
EW DENOTES EAST FACE OF WALL ON BOUNDARY
SW DENOTES SOUTH FACE OF WALL ON BOUNDARY
WW DENOTES WEST FACE OF WALL ON BOUNDARY

L1,2,8 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS (DP1215830)

F1 DENOTES RIGHT OF FOOTWAY, VW & LIS (DP1215830)

K1 DENOTES EASEMENT FOR ACCESS FOR RECREATIONAL USE AND MAINTENANCE AND REPAIR, VW & LIS (DP1215830)

A1, 18-20 22-23, 79 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS (DP1215830)

VW DENOTES VARIABLE WIDTH
LIS DNOTES LIMITED IN STRATUM

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 700

Registered 29.11.2018

SP98216

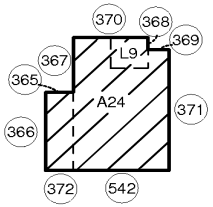
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Ref:2897-15 /Src:M

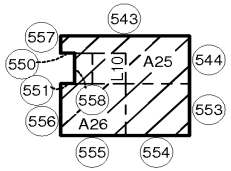
No.	Distance	Desc.
365	2.04	SW
366	6.26	EW
367	4.39	EW
368	0.96	EW
369	1.54	NW
370	5.49	NW
371	9.69	EW
372	2.04	SW
542	7.03	SW
543	9.45	SW
544	3.85	WW
550	1.01	
551	1.01	
553	4.15	WW
554	4.7	SW
555	4.75	SW
556	4.15	
557	1.4	WW
558	2.45	
561	2.45	WW
562	2.42	SW
563	3	WW
564	3.865	SW
565	5.45	WW
566	2.75	SW
567	3.865	
569	5.17	SW
573	2	
574	2	SW

LOCATION PLAN

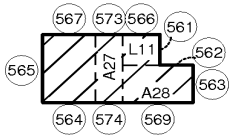
GROUND

"BUILDING B"





"BUILDING C"



1

D P 1 2 1 5 8 3 0

NW DENOTES NORTH FACE OF WALL ON BOUNDARY
EW DENOTES EAST FACE OF WALL ON BOUNDARY
SW DENOTES SOUTH FACE OF WALL ON BOUNDARY
WW DENOTES WEST FACE OF WALL ON BOUNDARY

L9-11 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS (DP1215830)

A24-28 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS (DP1215830)

VW DENOTES VARIABLE WIDTH
LIS DNOTES LIMITED IN STRATUM

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

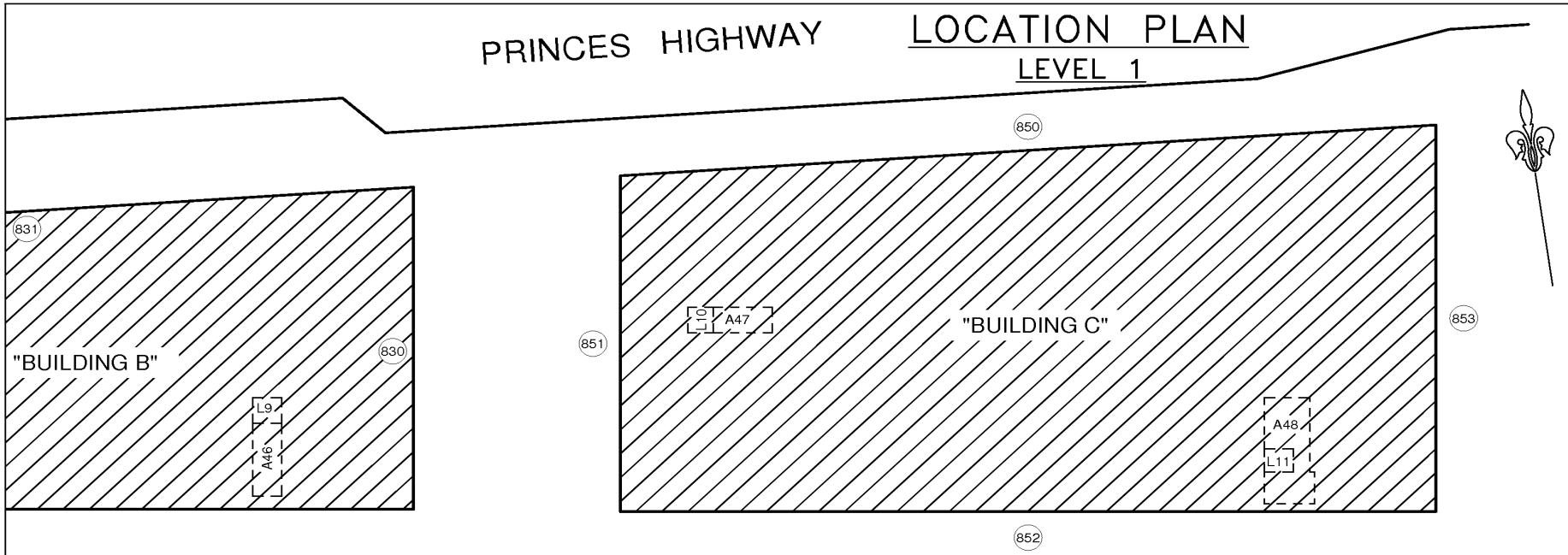
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 700

Registered
29.11.2018

SP98216

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Ref:2897-15 /Src:M

LOCATION PLAN
LEVEL 1



D P 1 2 1 5 8 3 0

1

No.	Distance	Desc.
830	30.25	
831	68.75	
850	70.22	
851	31.52	
852	70.06	
853	36.28	

L9-11 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS (DP1215830)

A46-48 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS (DP1215830)

VW DENOTES VARIABLE WIDTH
LIS DNOTES LIMITED IN STRATUM

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 700

Registered
29.11.2018

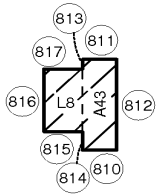
SP98216

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:10 of 68
Ref:2897-15 /Src:M

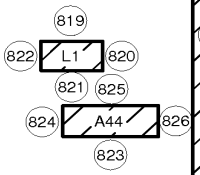
No.	Distance	Desc.
810	2.5	NW
811	2.5	NW
812	7.31	WW
813	0.78	EW
814	1.48	EW
815	2.825	SW
816	5.05	WW
817	2.825	NW
819	4.55	SW
820	2.375	WW
821	4.55	NW
822	2.375	EW
823	7.05	NW
824	2.5	EW
825	7.05	SW
826	2.5	WW
827	14.85	
828	29.6	
829	86.8	
831	68.75	
832	3.515	
833	5.93	

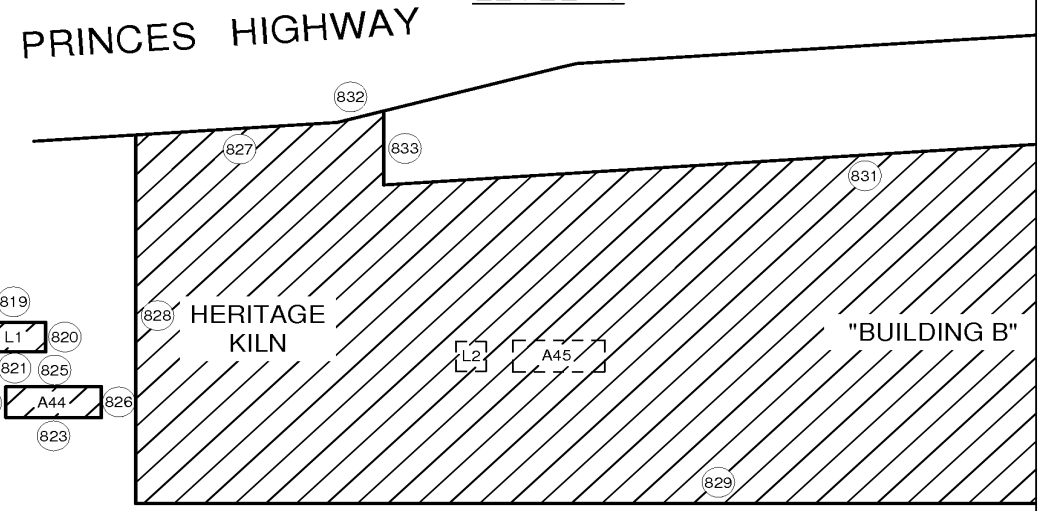
LOCATION PLAN
LEVEL 1

PRINCES HIGHWAY



"BUILDING A"





1

D P 1 2 1 5 8 3 0



NW DENOTES NORTH FACE OF WALL ON BOUNDARY
EW DENOTES EAST FACE OF WALL ON BOUNDARY
SW DENOTES SOUTH FACE OF WALL ON BOUNDARY
WW DENOTES WEST FACE OF WALL ON BOUNDARY

L1,2,8 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS (DP1215830)

A43-45 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS (DP1215830)

VW DENOTES VARIABLE WIDTH
LIS DNOTES LIMITED IN STRATUM

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

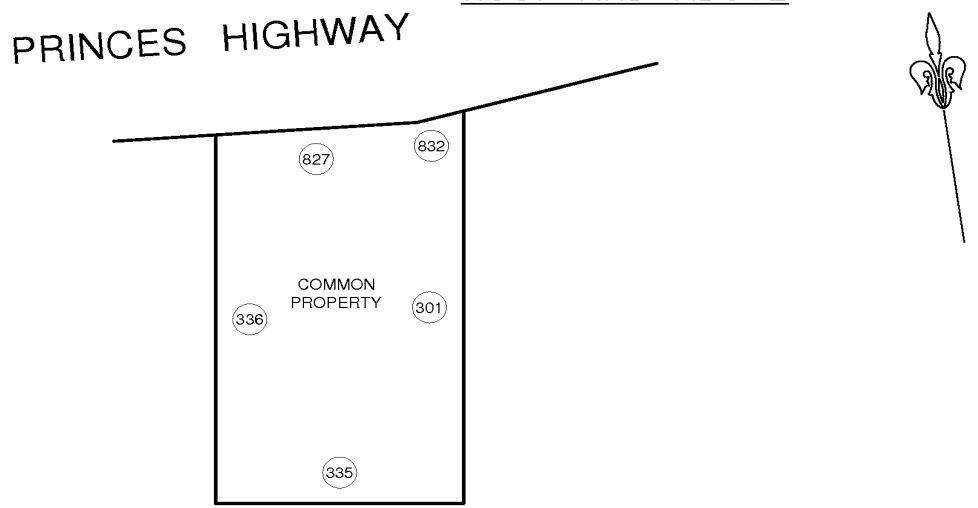
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 700

Registered
29.11.2018

SP98216

No.	Distance	Desc.
301	31.52	
335	18.21	
336	29.595	
827	14.85	
832	3.515	

LOCATION PLAN
ROOF AND ABOVE



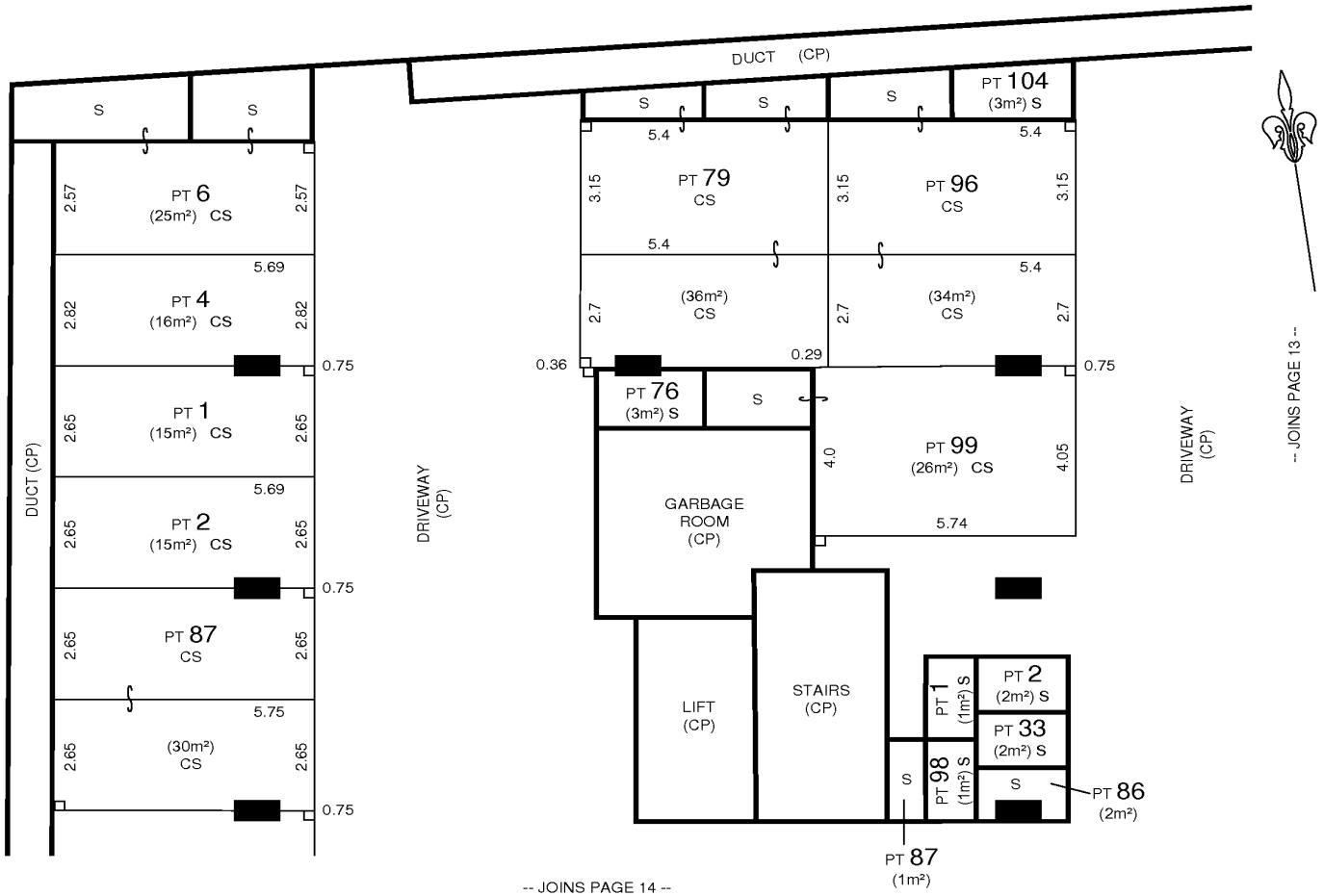
Surveyor: JOHN WALTON Surveyor's Ref: 2750-15SP-ABC Subdivision No: SC 2953 Lengths are in metres Reduction Ratio 1 : 700	Registered 29.11.2018	SP98216

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:11 of 68
Ref:2897-15 /Src:M

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:12 of 68
Ref:2897-15 /Src:M

BASEMENT 2



T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

S DENOTES STORAGE AREA

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 100

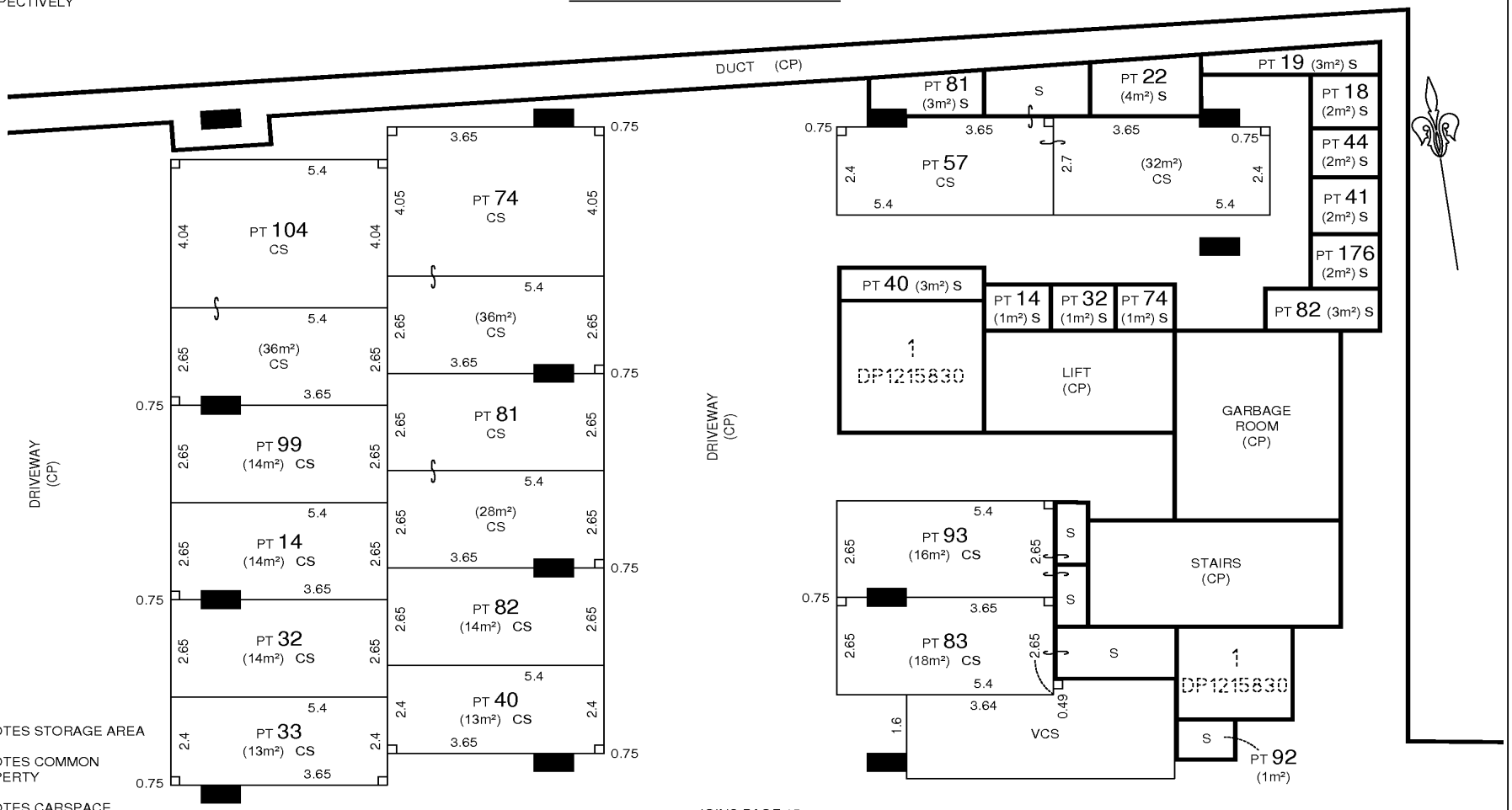
Registered 29.11.2018

SP98216

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Ref:2897-15 /Src:M

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

BASEMENT 2



S DENOTES STORAGE AREA

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 100

Registered 29.11.2018

SP98216

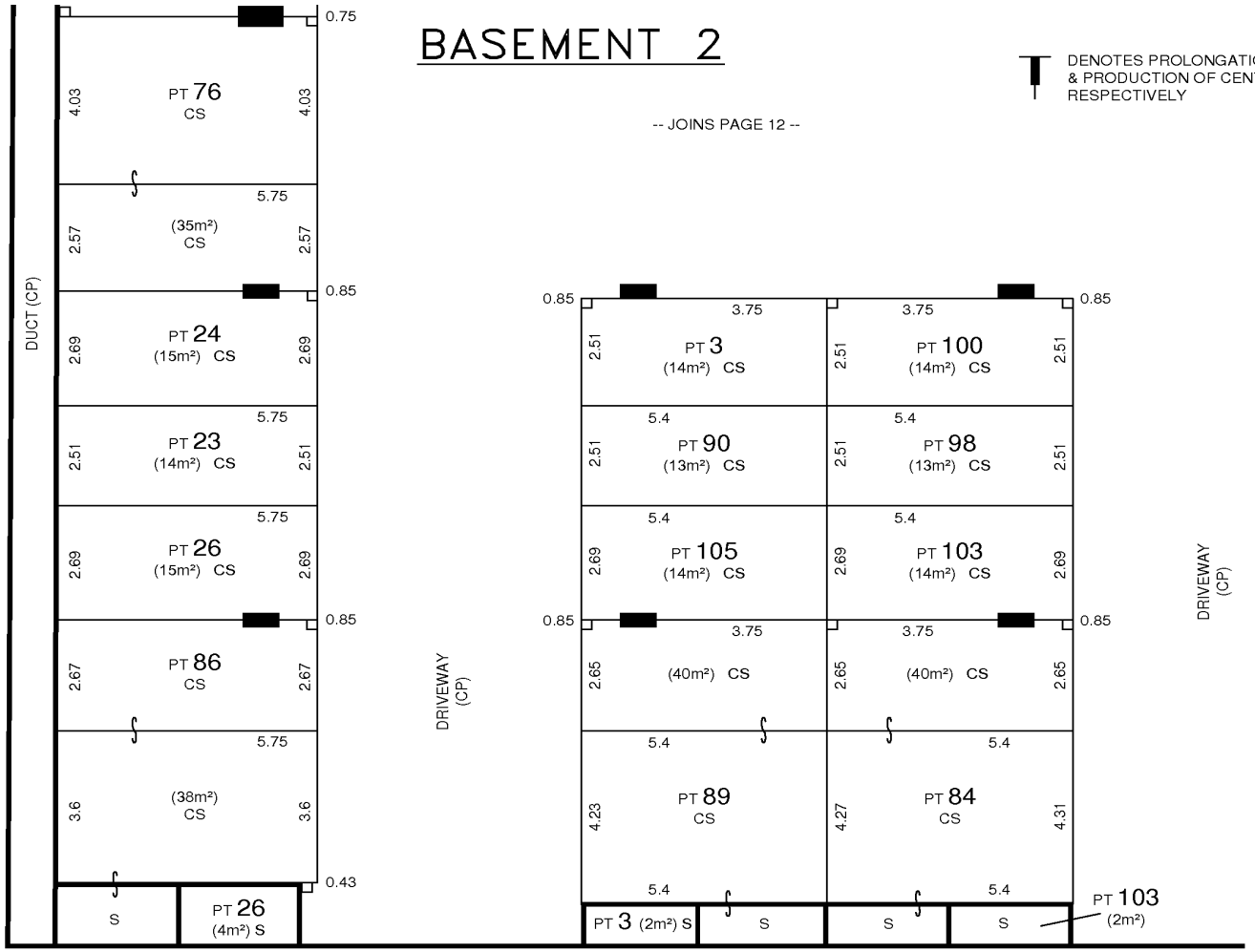
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Ref:2897-15 /Src:M

BASEMENT 2

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

-- JOINS PAGE 12 --

-- JOINS PAGE 15 --



S DENOTES STORAGE AREA

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 100

Registered 29.11.2018

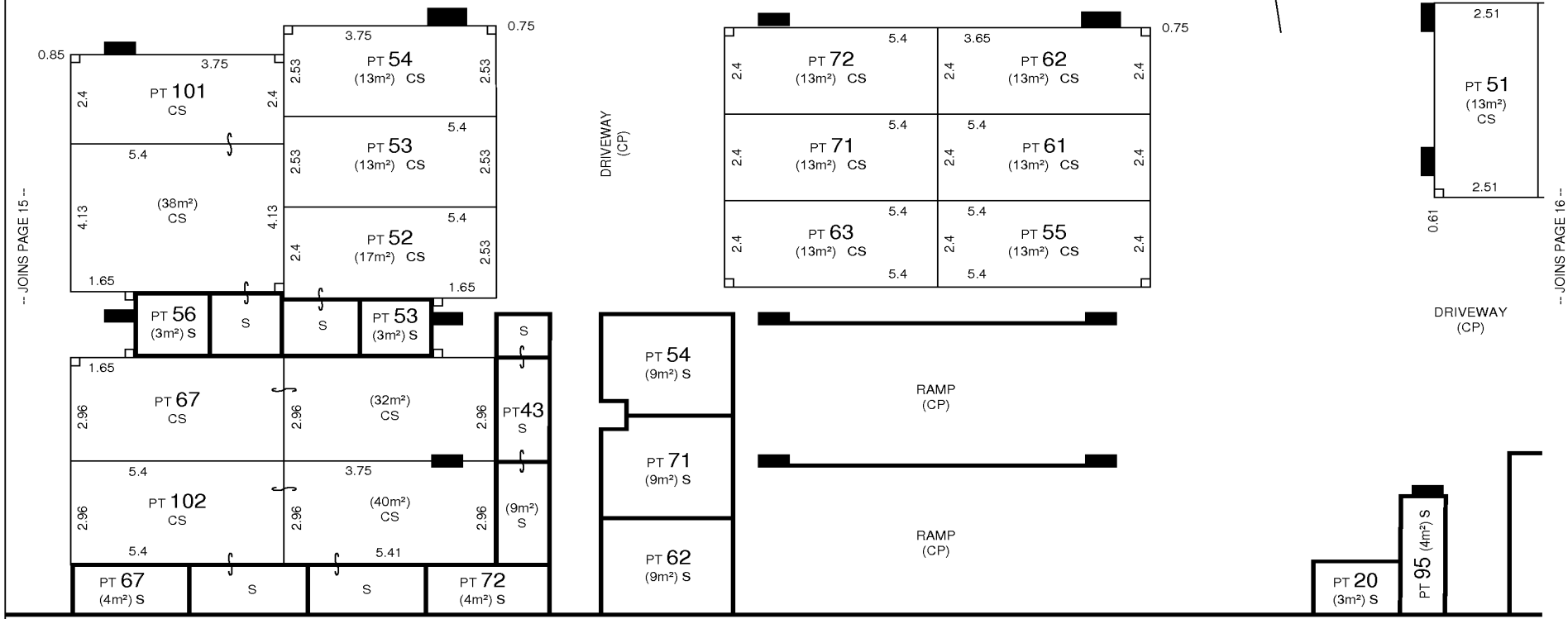
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Ref:2897-15 /Src:M

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

BASEMENT 2

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ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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S DENOTES STORAGE AREA

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

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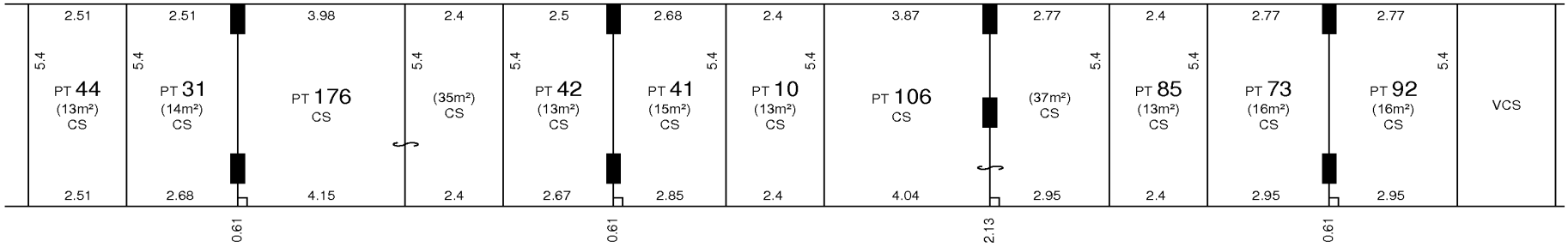
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T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

BASEMENT 2

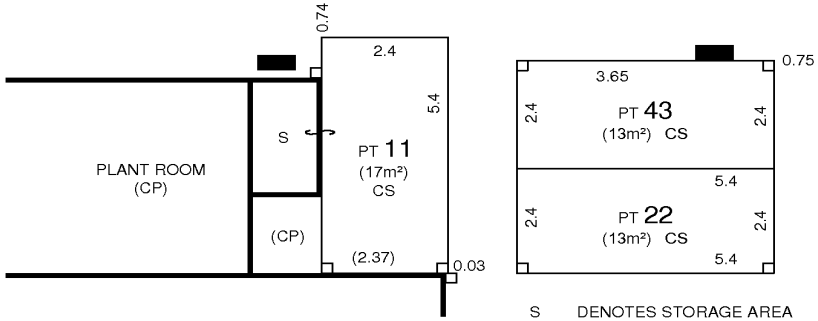
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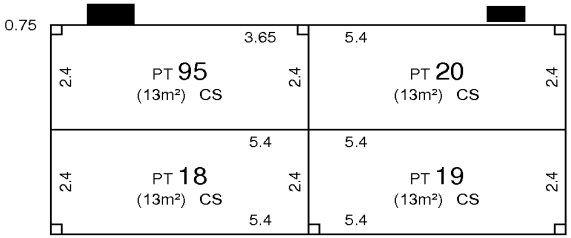


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DRIVEWAY (CP)

-- JOINS PAGE 19 --





S DENOTES STORAGE AREA

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

VCS DENOTES VISITOR CARSPACE (CP)

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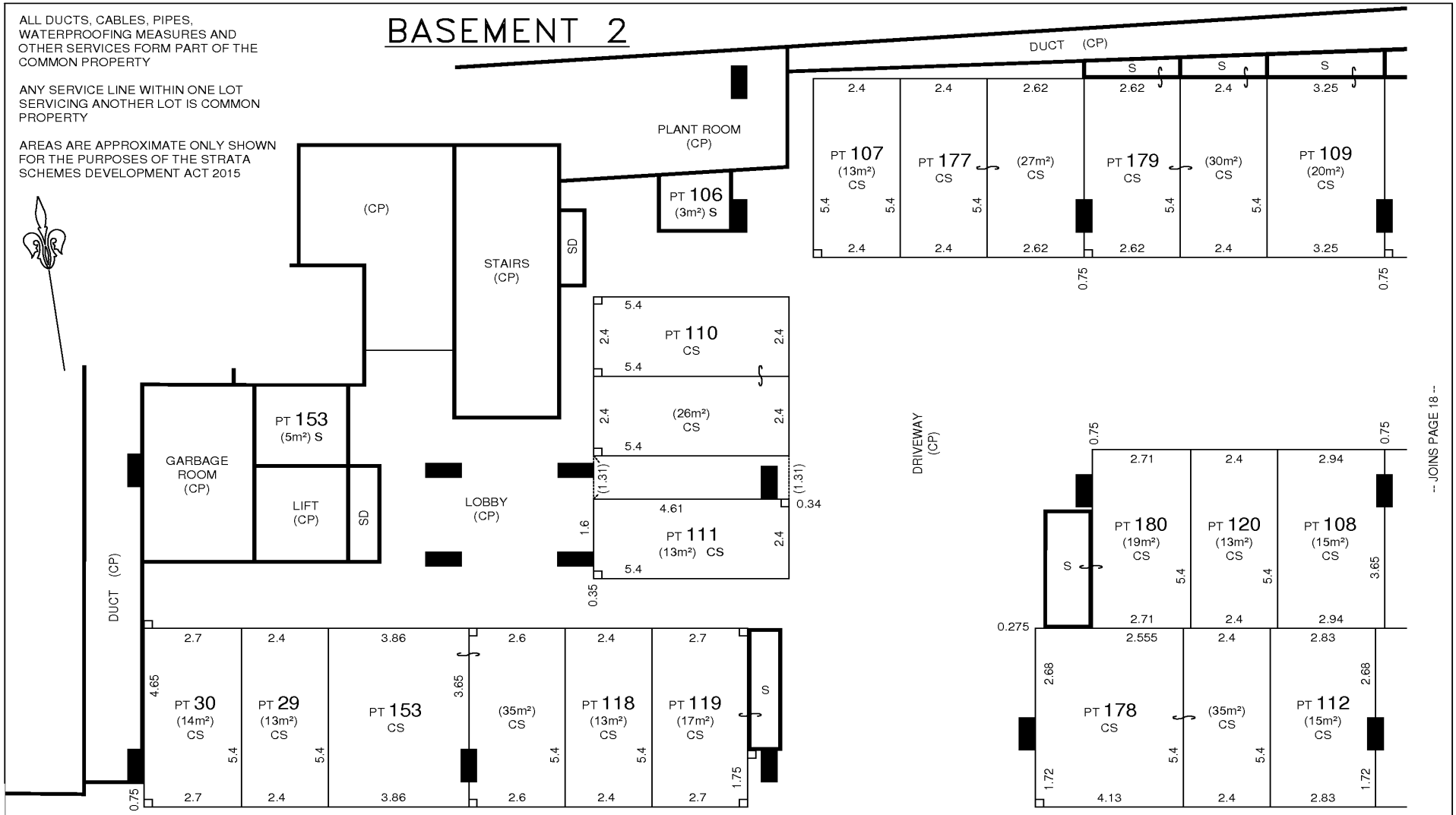
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BASEMENT 2



S DENOTES STORAGE AREA
CP DENOTES COMMON PROPERTY
CS DENOTES CARSPACE
SD DENOTES SERVICE DUCT (CP)

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

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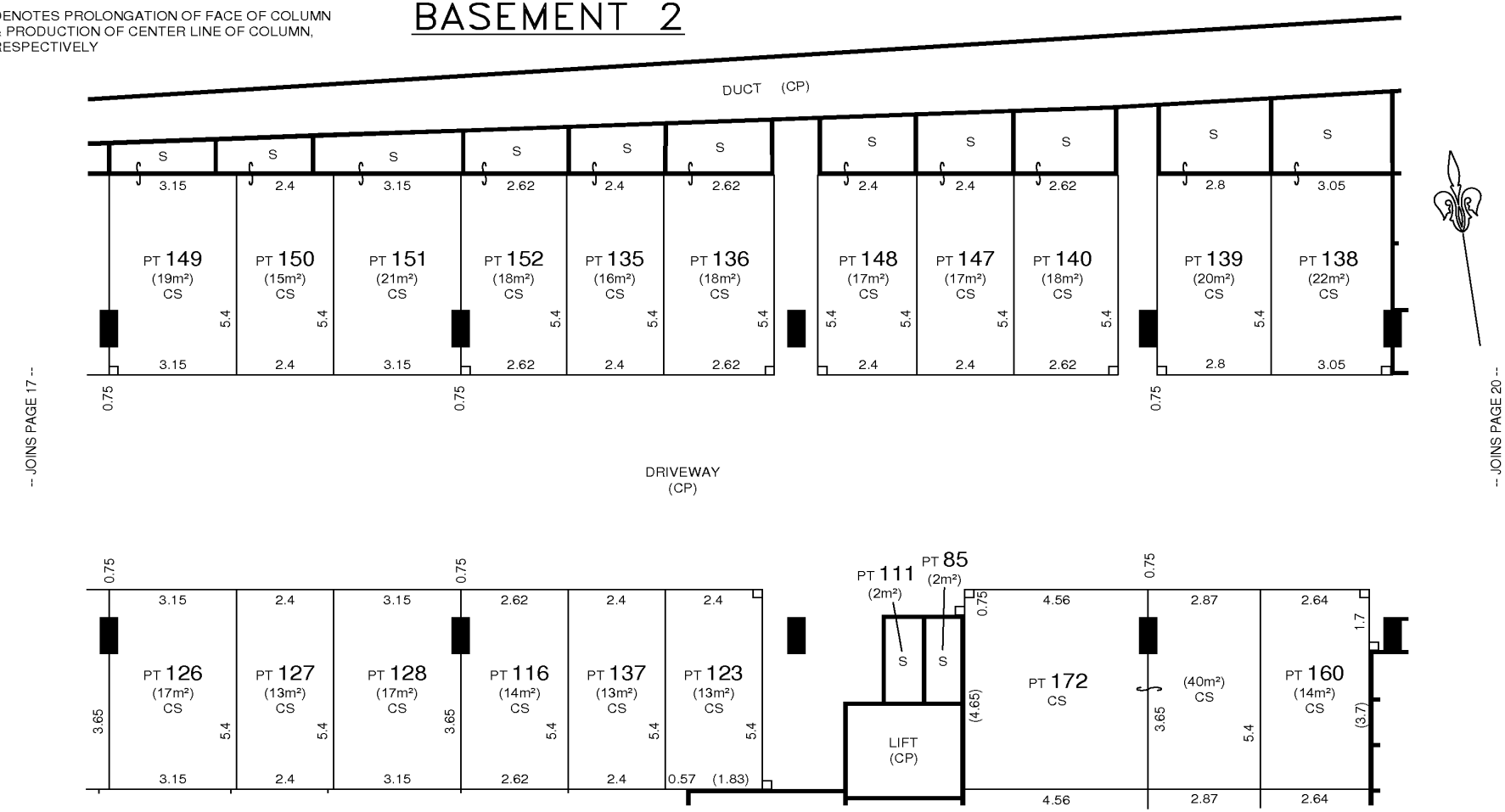
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CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

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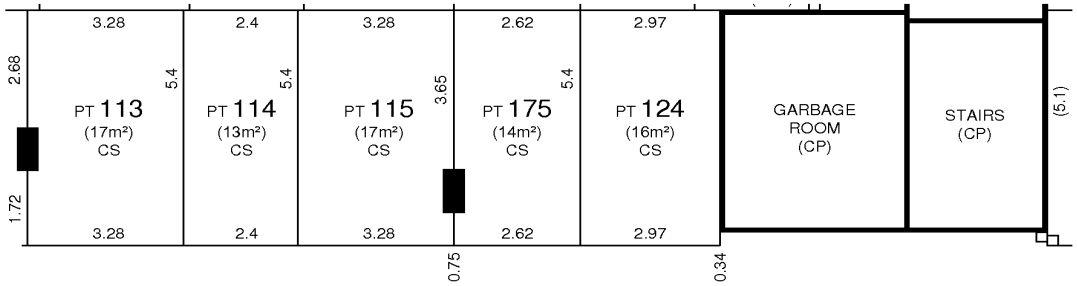
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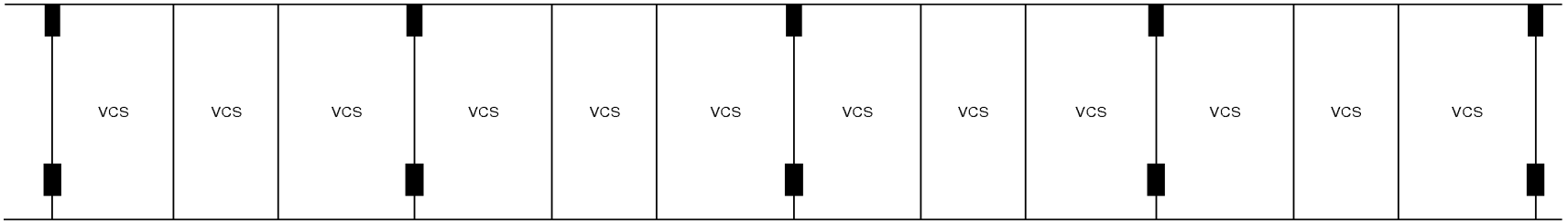
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-- JOINS PAGE 16 --

DRIVEWAY (CP)

-- JOINS PAGE 21 --



CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

VCS DENOTES VISITOR CARSPACE (CP)

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DRIVEWAY (CP)

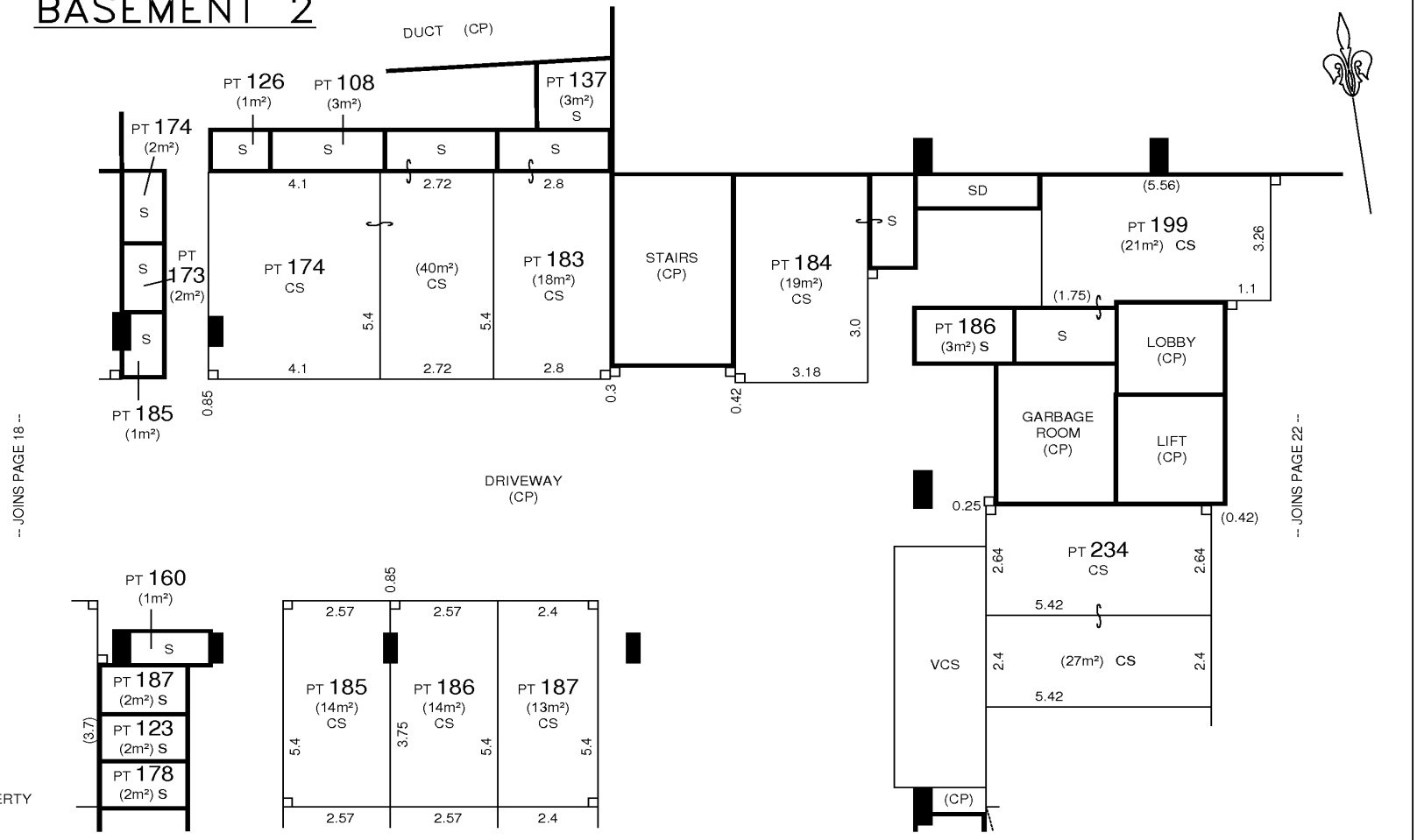
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Subdivision No: SC 2953
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Registered 29.11.2018

SP98216

BASEMENT 2



S DENOTES STORAGE AREA

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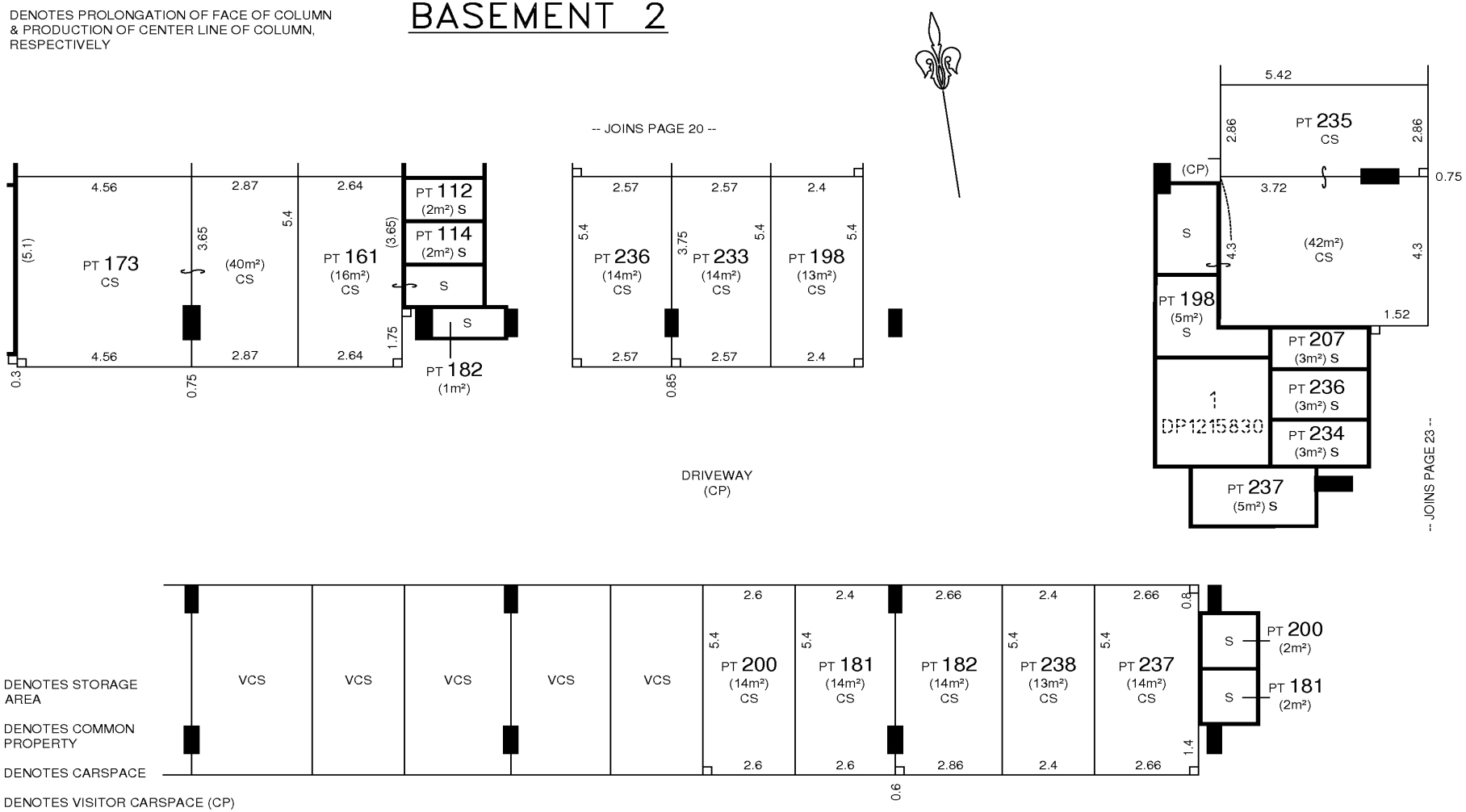
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T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

BASEMENT 2



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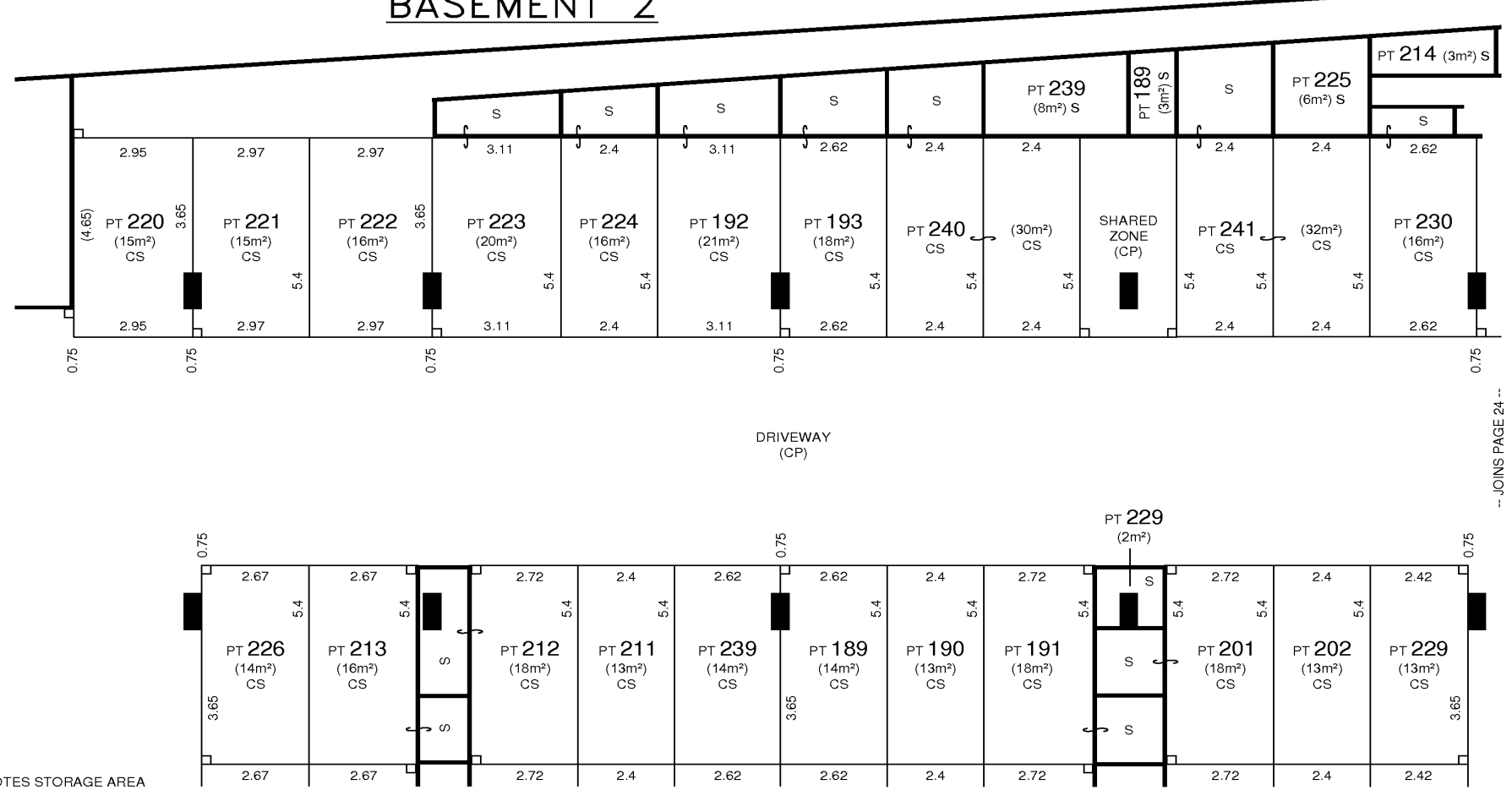
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BASEMENT 2



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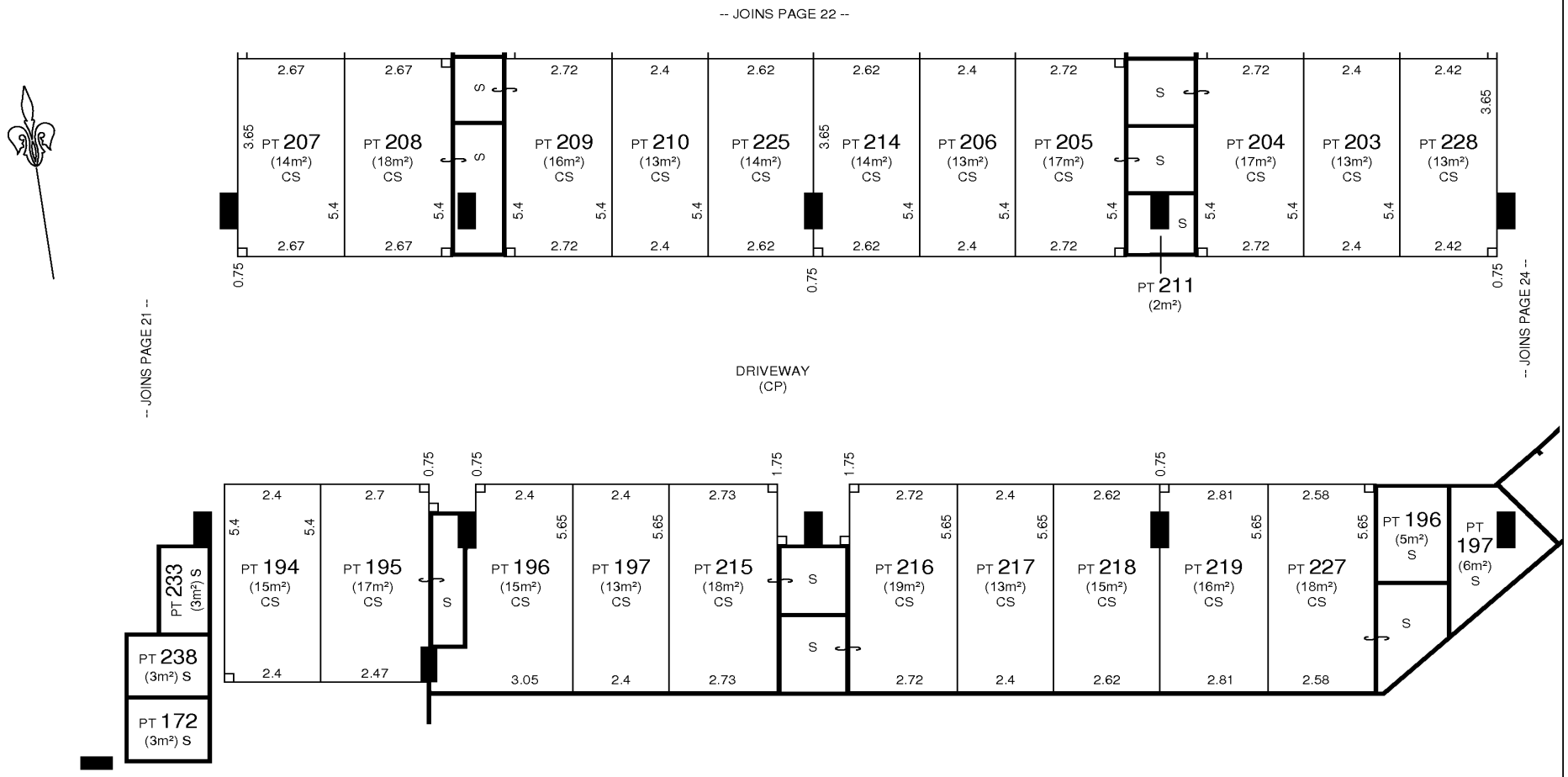
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T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

BASEMENT 2



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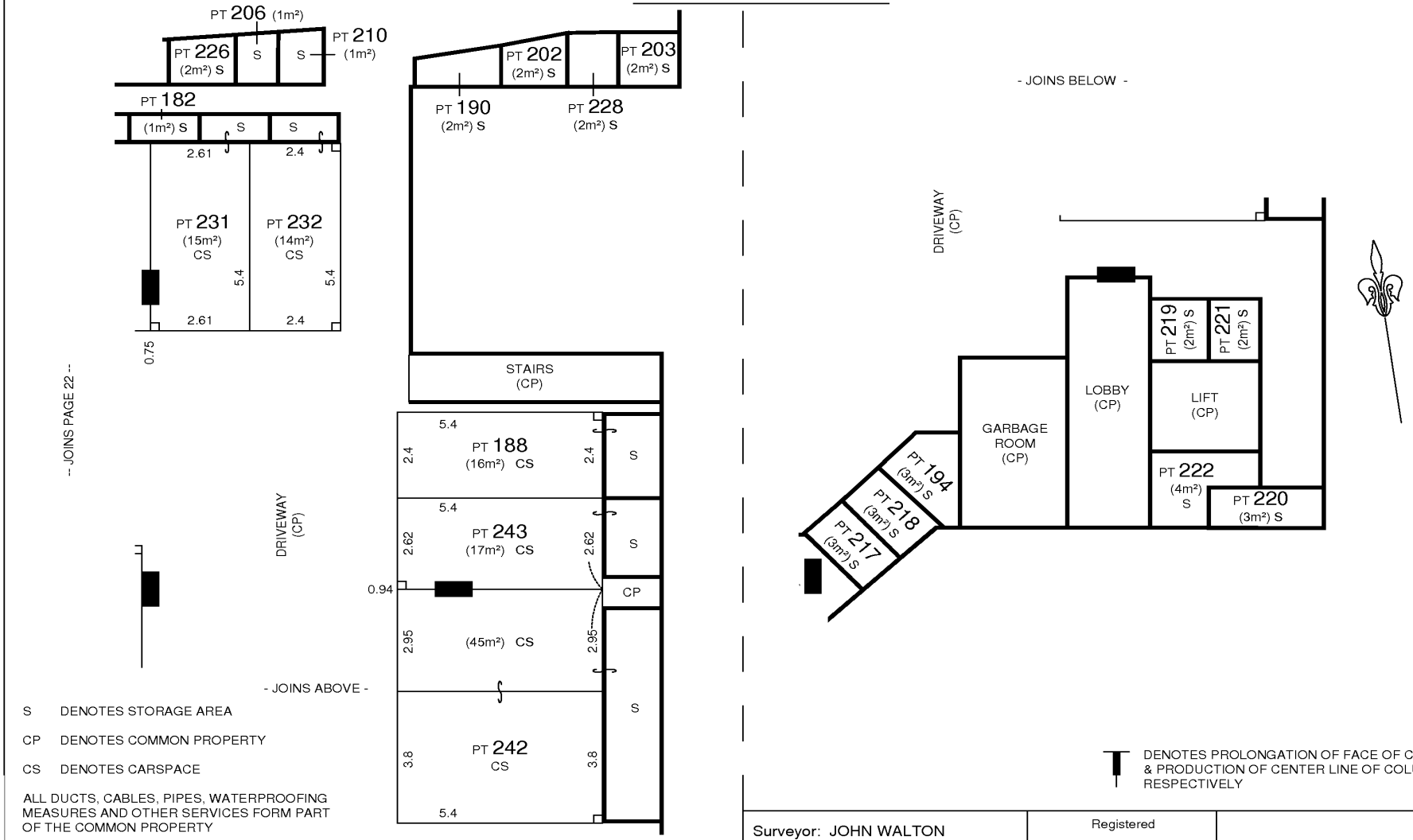
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Ref:2897-15 /Src:M

BASEMENT 2



S DENOTES STORAGE AREA

CP DENOTES COMMON PROPERTY

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T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

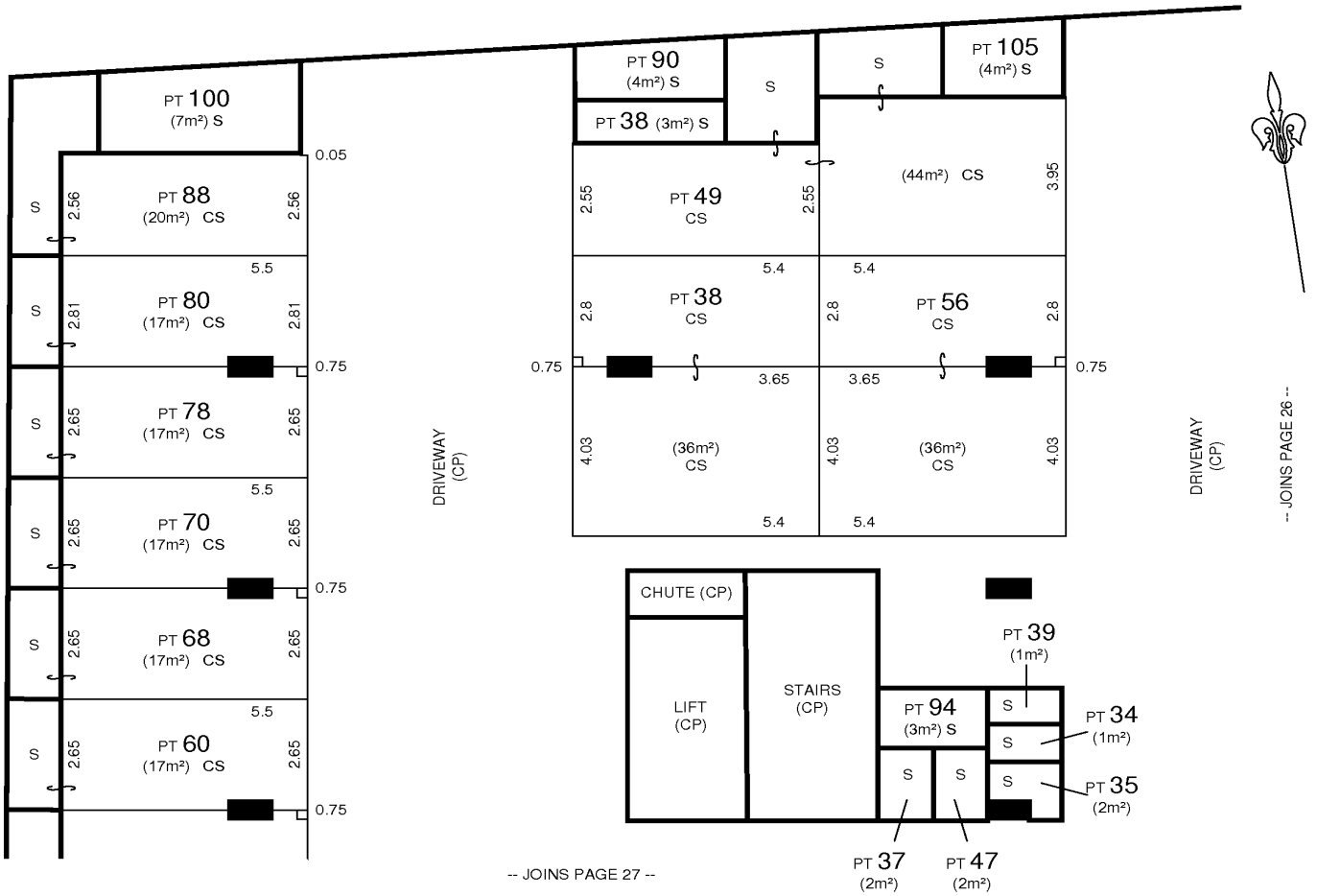
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T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

BASEMENT 1



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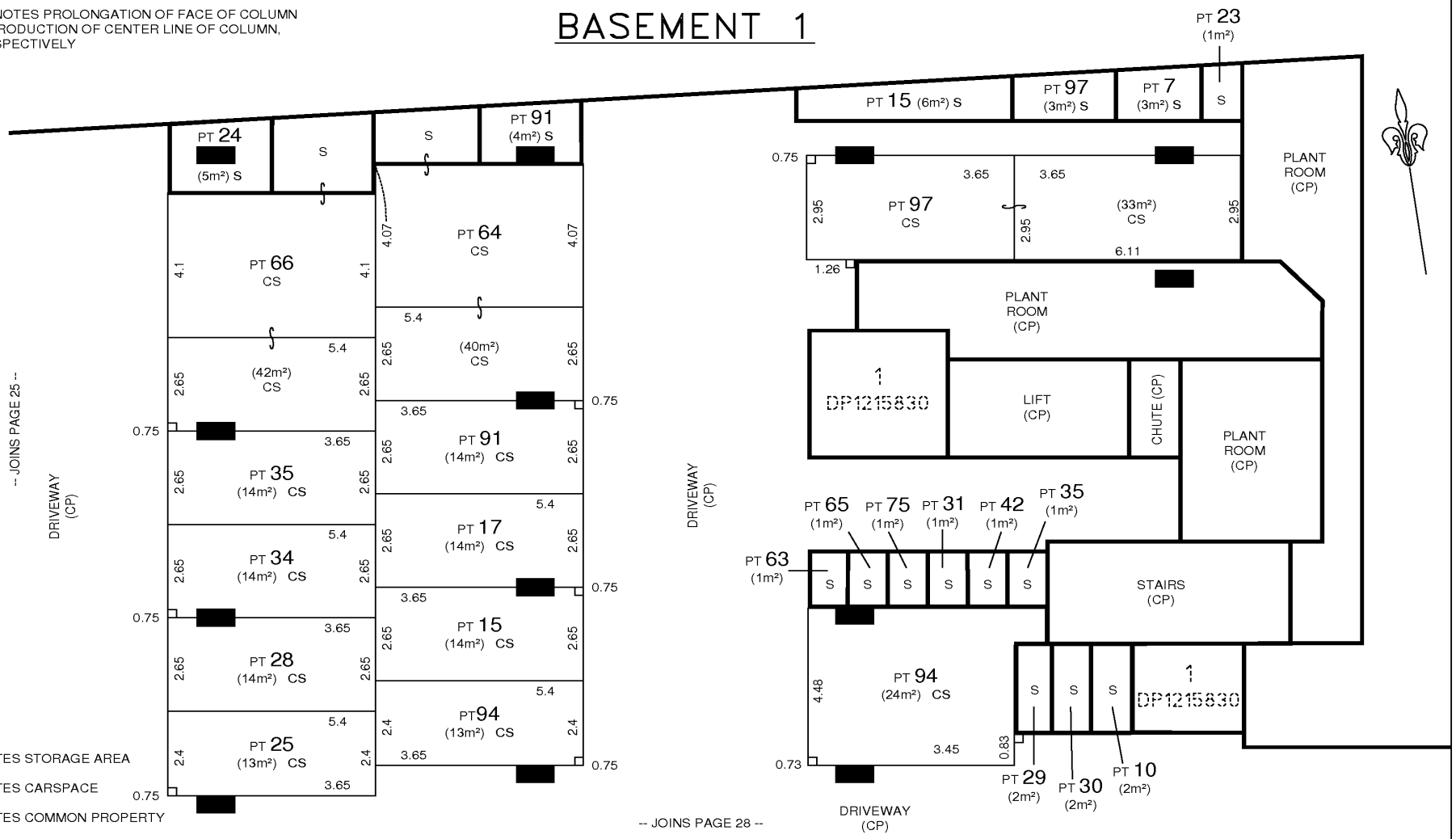
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T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

BASEMENT 1



S DENOTES STORAGE AREA

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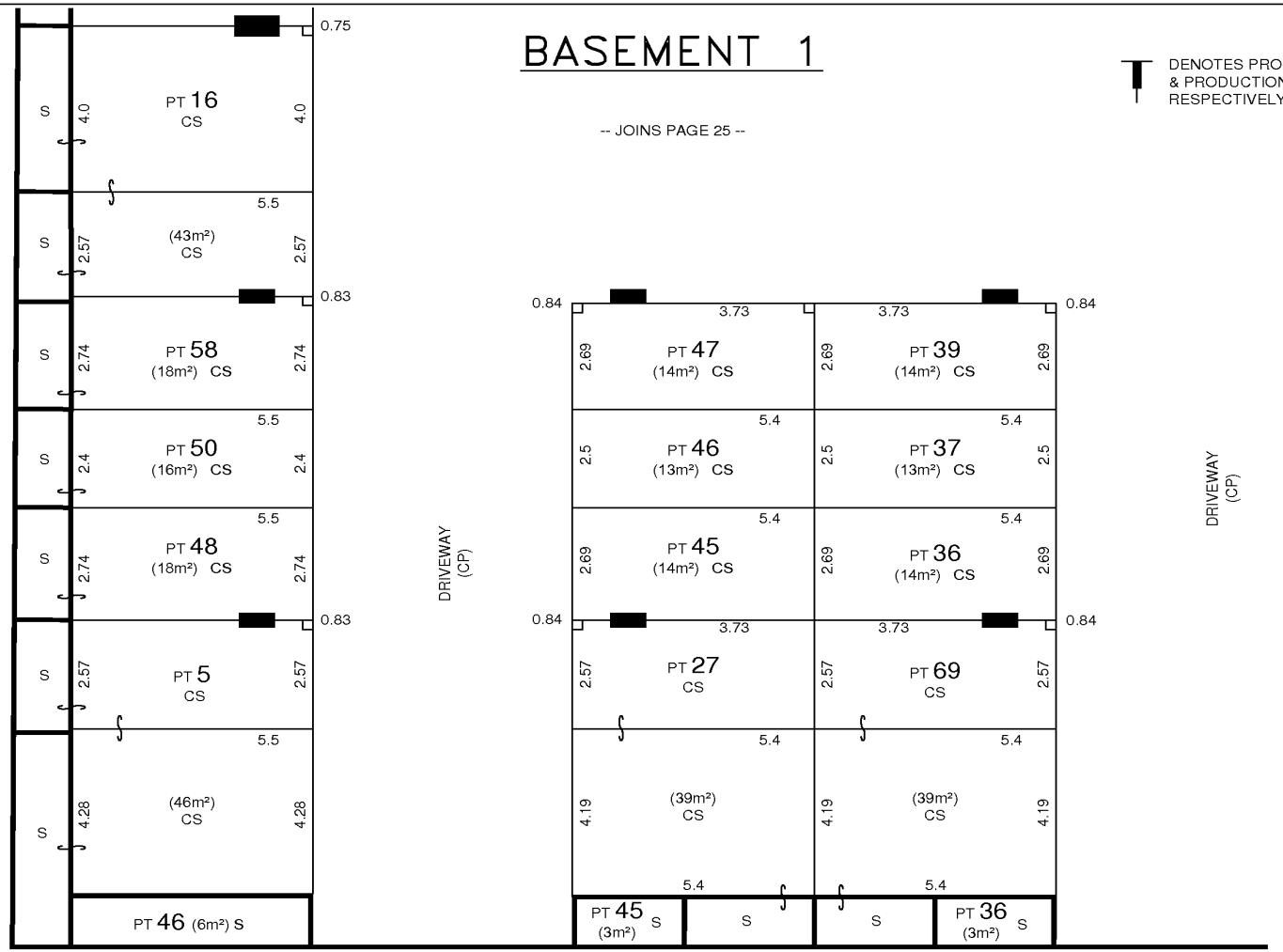
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BASEMENT 1

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

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-- JOINS PAGE 28 --

S DENOTES STOARGE AREA

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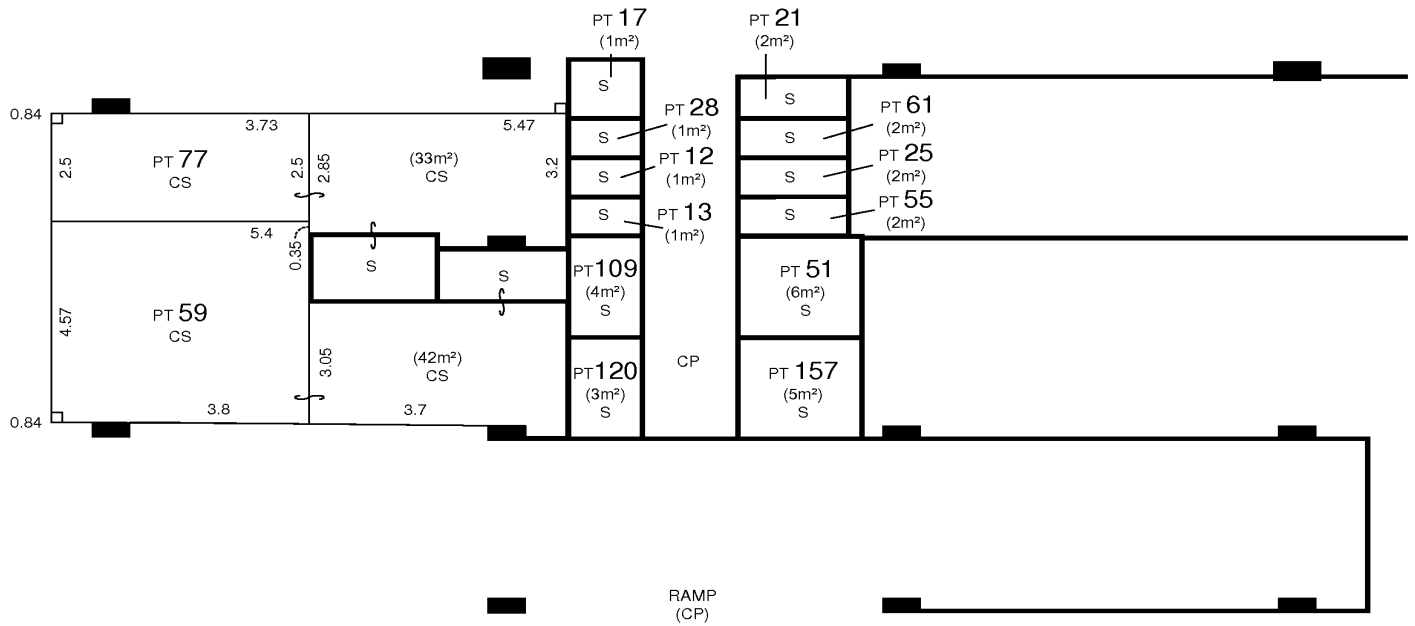
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BASEMENT 1

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY





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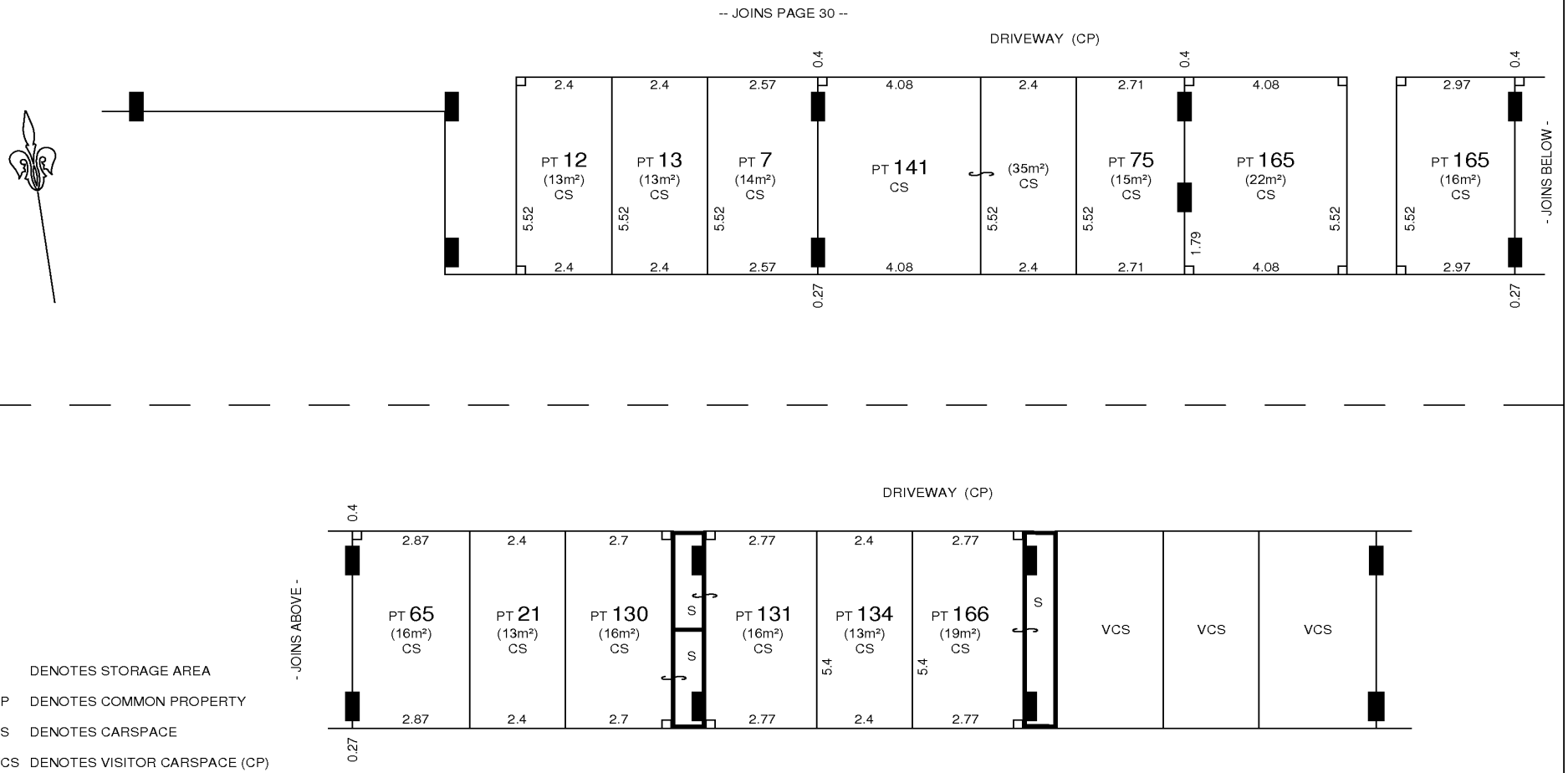
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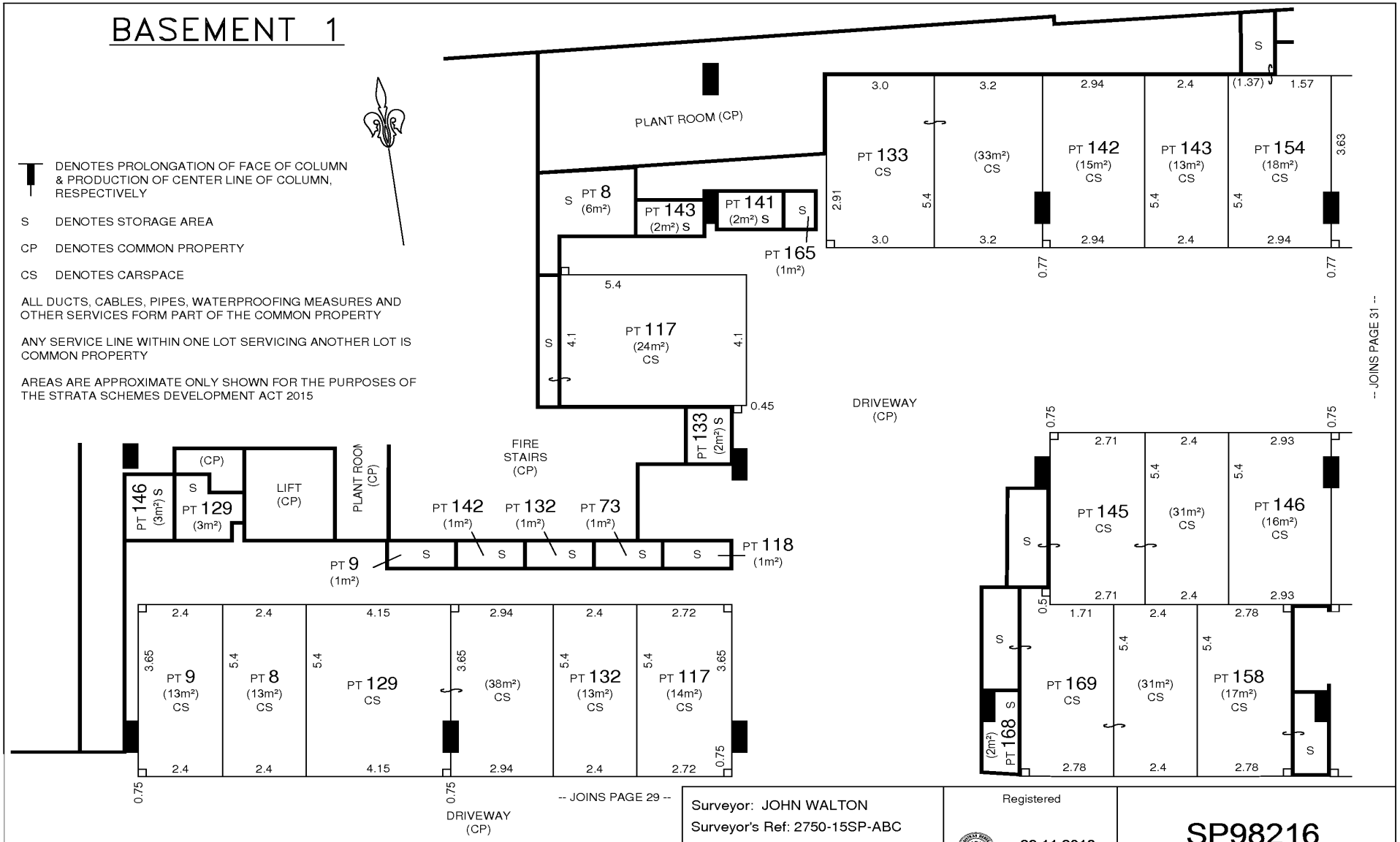
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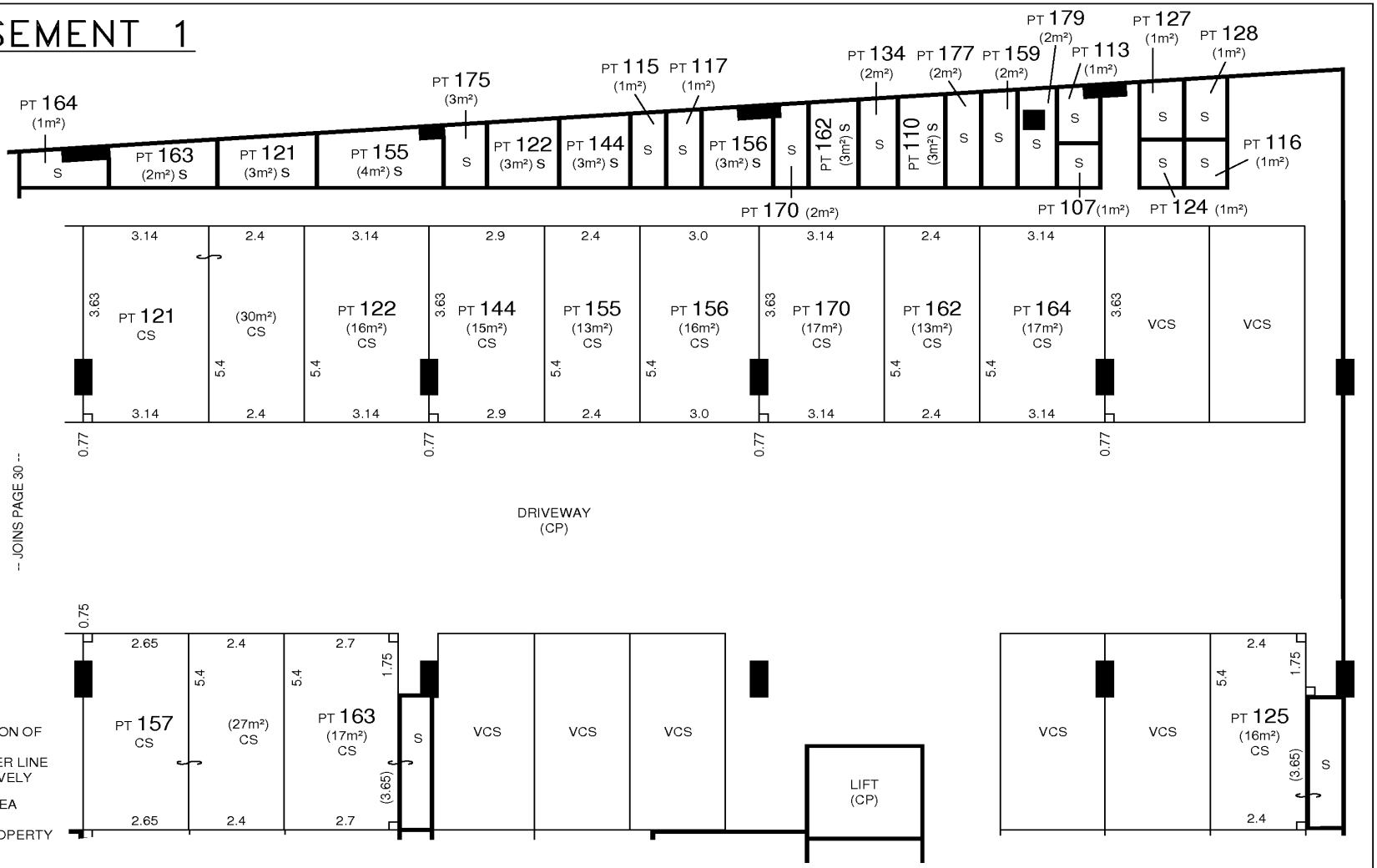
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Lengths are in metres Reduction Ratio 1 : 100

Registered 29.11.2018

SP98216

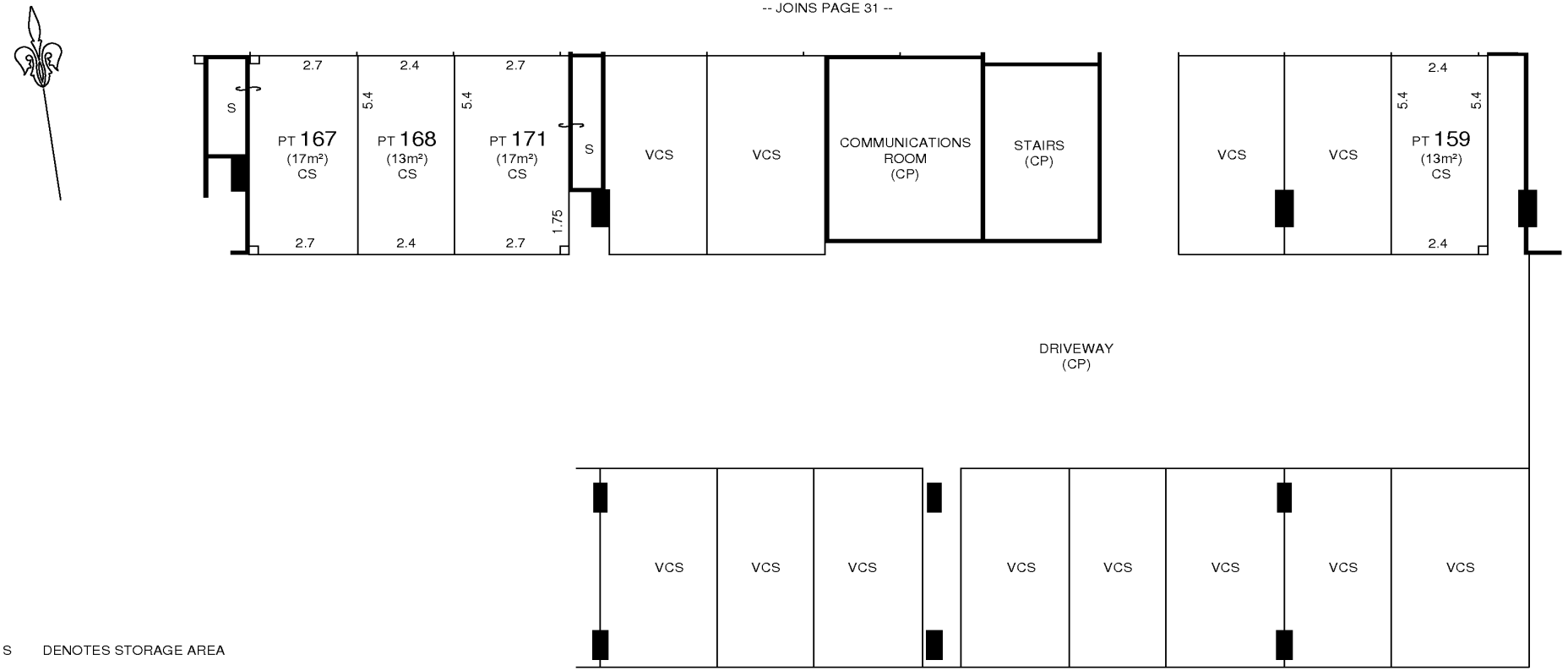
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Ref:2897-15 /Src:M

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

BASEMENT 1

-- JOINS PAGE 31 --



S DENOTES STORAGE AREA

CP DENOTES COMMON PROPERTY

VCS DENOTES VISITOR CARSPACE (CP)

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

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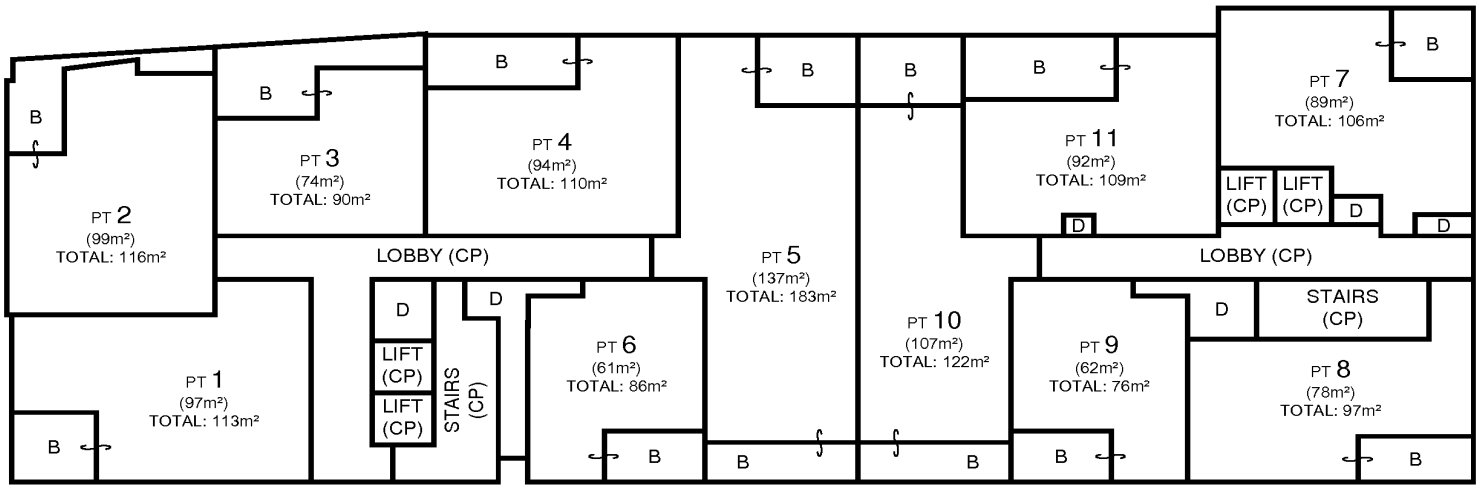
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Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 100

Registered 29.11.2018

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Ref:2897-15 /Src:M

LEVEL 2 (BUILDING A)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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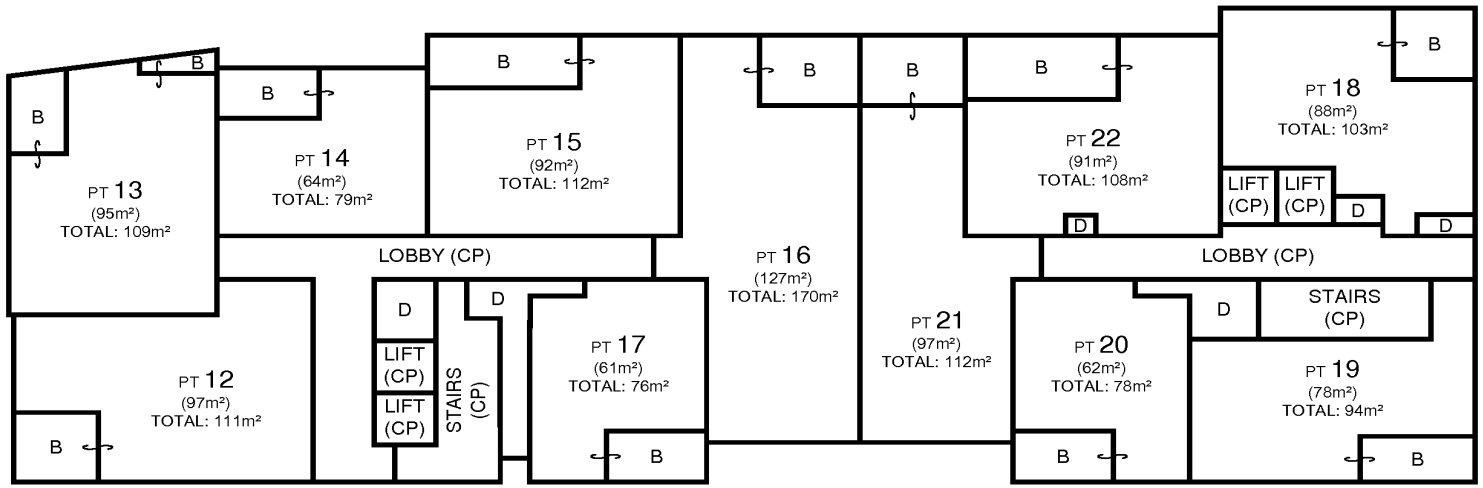
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered
29.11.2018

SP98216

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LEVEL 3 (BUILDING A)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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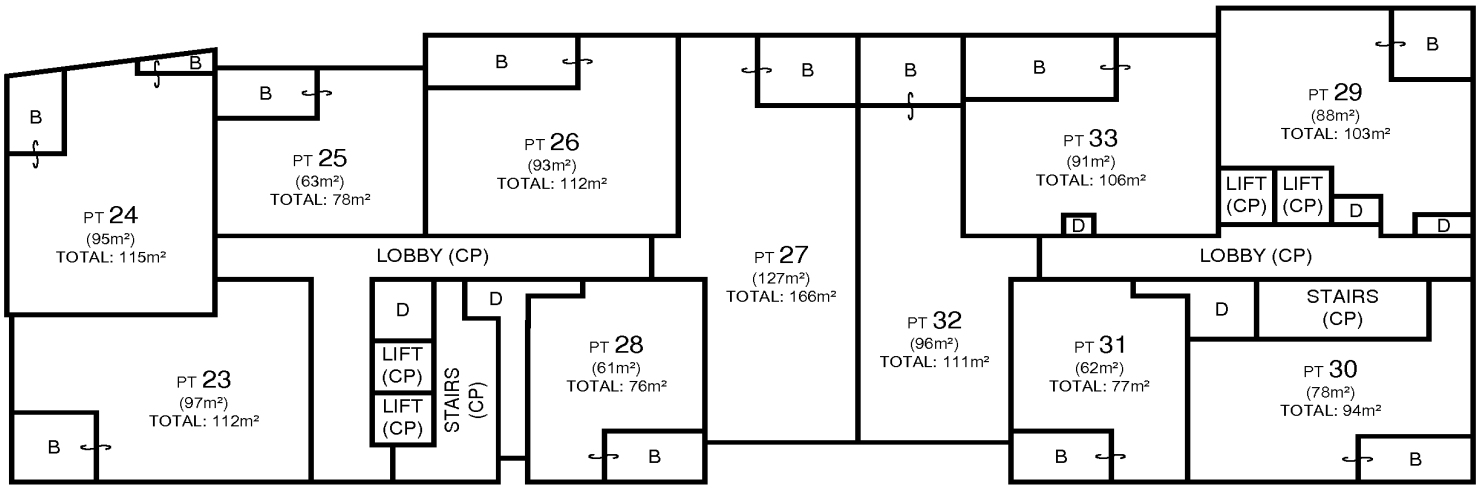
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Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered 29.11.2018

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Ref:2897-15 /Src:M

LEVEL 4 (BUILDING A)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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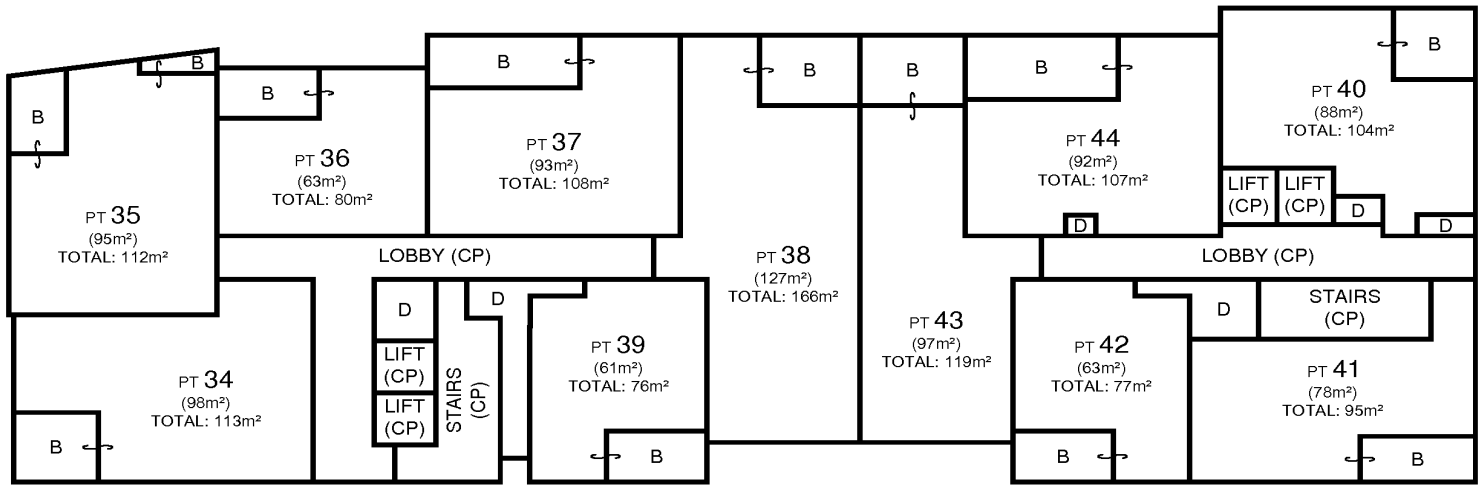
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Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered 29.11.2018

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Ref:2897-15 /Src:M

LEVEL 5 (BUILDING A)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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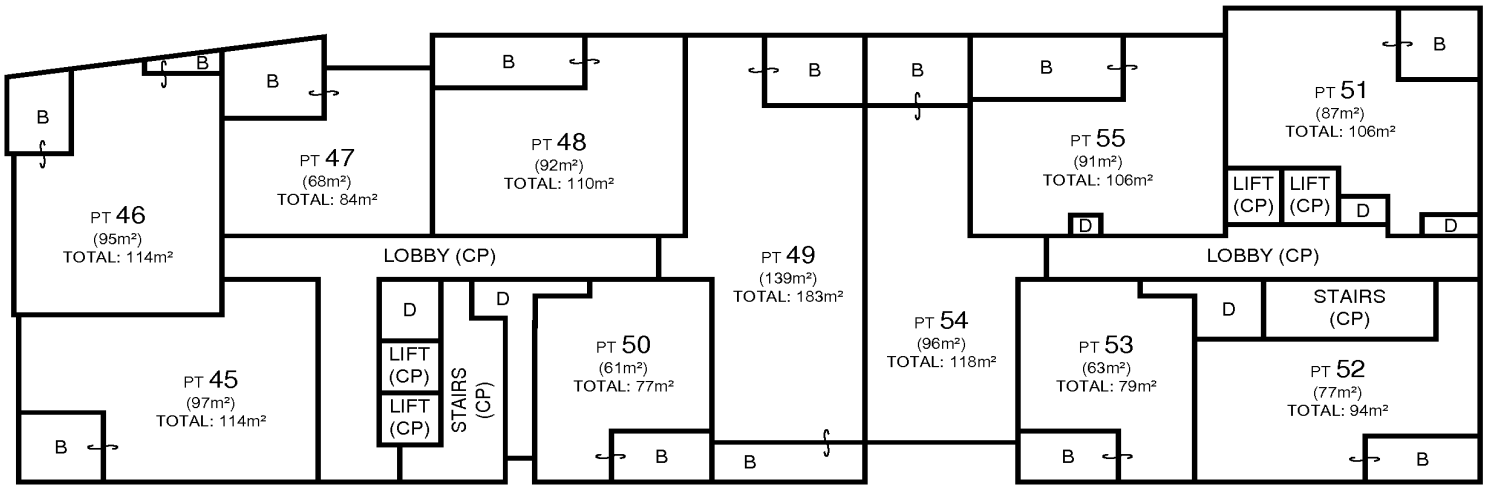
Surveyor: JOHN WALTON
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Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered 29.11.2018

SP98216

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Ref:2897-15 /Src:M

LEVEL 6 (BUILDING A)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

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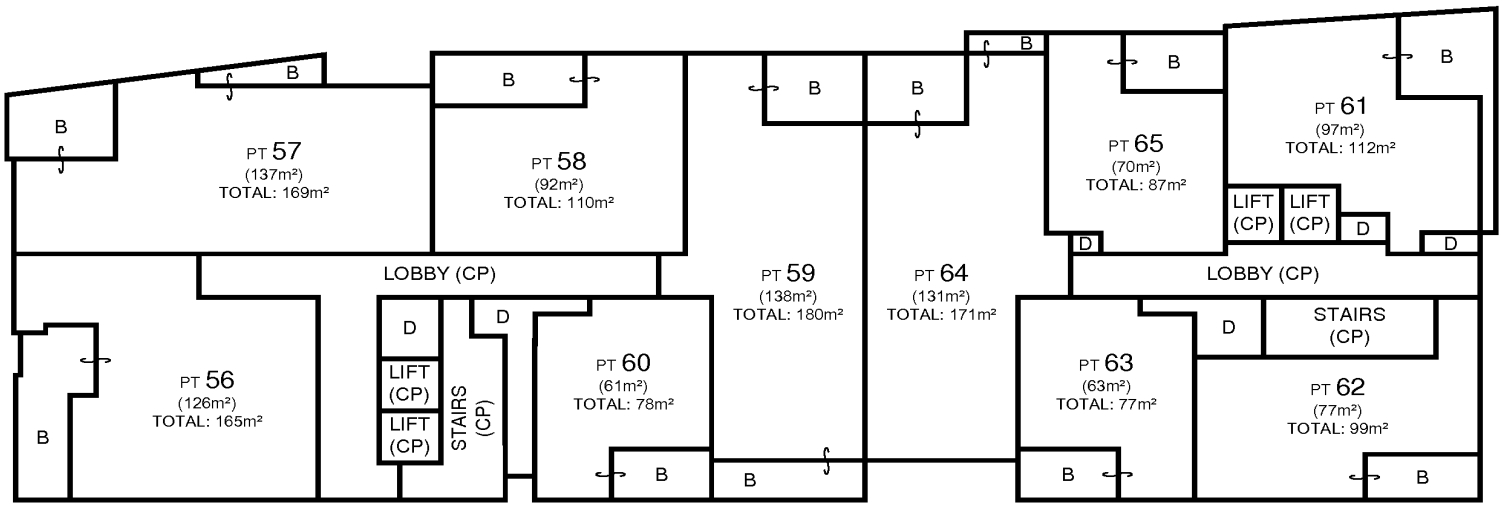
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered 29.11.2018

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Ref:2897-15 /Src:M

LEVEL 7 (BUILDING A)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

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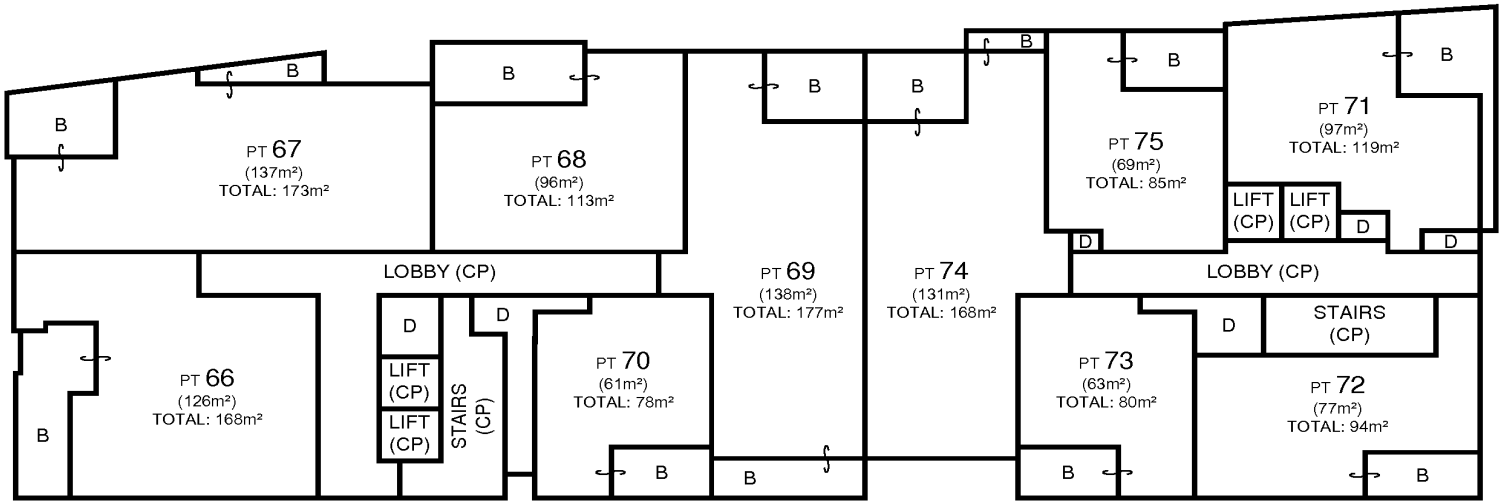
Surveyor: JOHN WALTON
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Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered
29.11.2018

SP98216

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Ref:2897-15 /Src:M

LEVEL 8 (BUILDING A)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

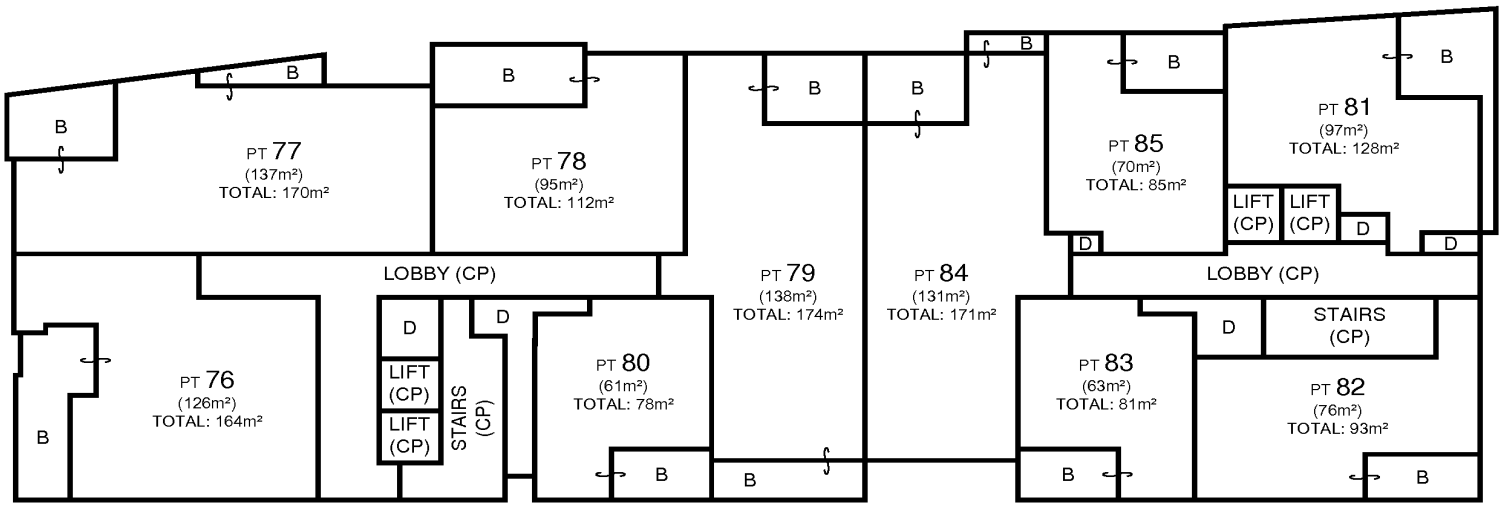
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

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Surveyor: JOHN WALTON Surveyor's Ref: 2750-15SP-ABC Subdivision No: SC 2953 Lengths are in metres Reduction Ratio 1 : 200	Registered 29.11.2018	SP98216

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Ref:2897-15 /Src:M

LEVEL 9 (BUILDING A)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

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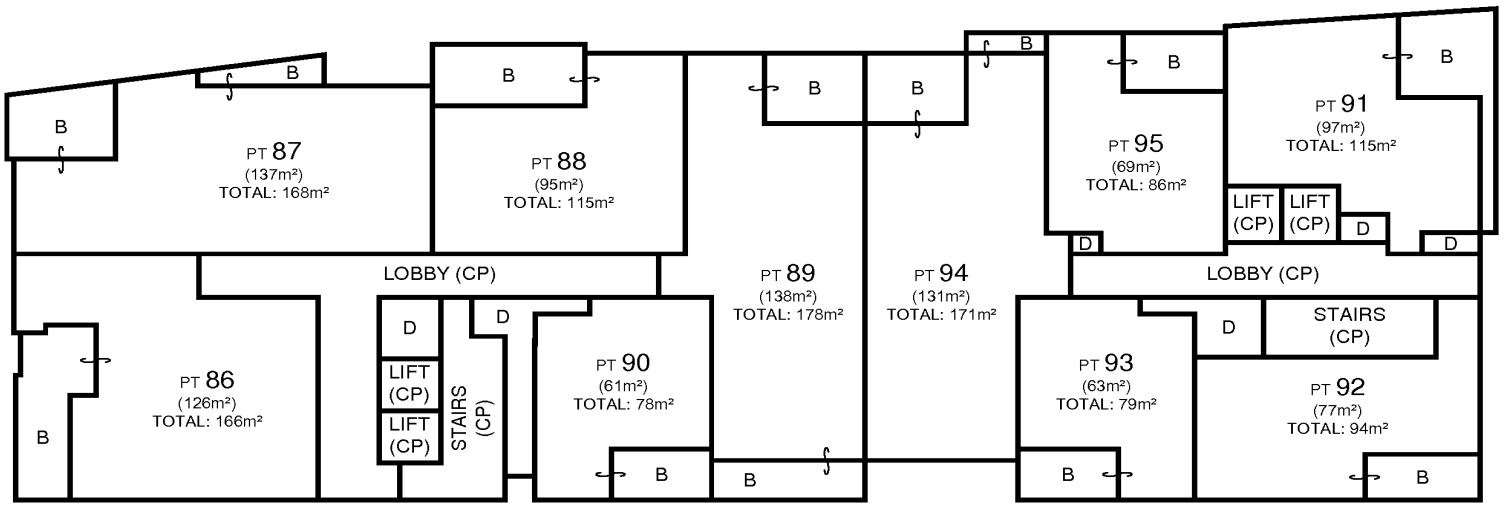
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered 29.11.2018

SP98216

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Ref:2897-15 /Src:M

LEVEL 10 (BUILDING A)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

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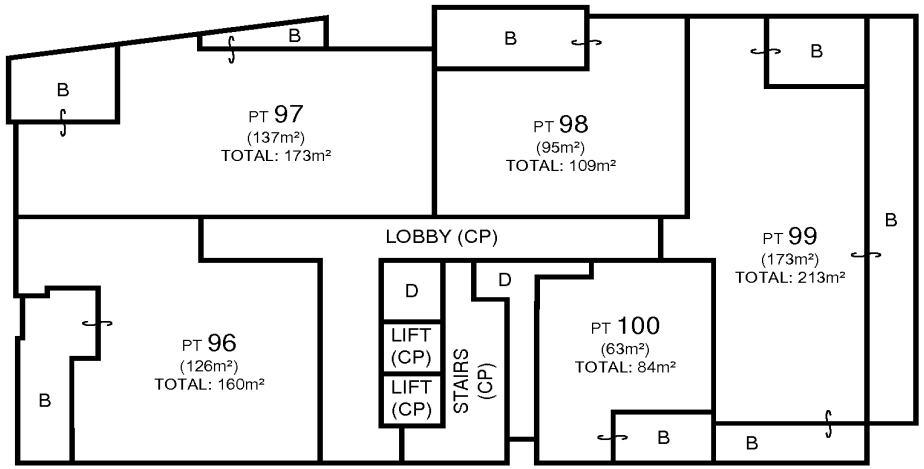
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered
29.11.2018

SP98216

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Ref:2897-15 /Src:M

LEVEL 11 (BUILDING A)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

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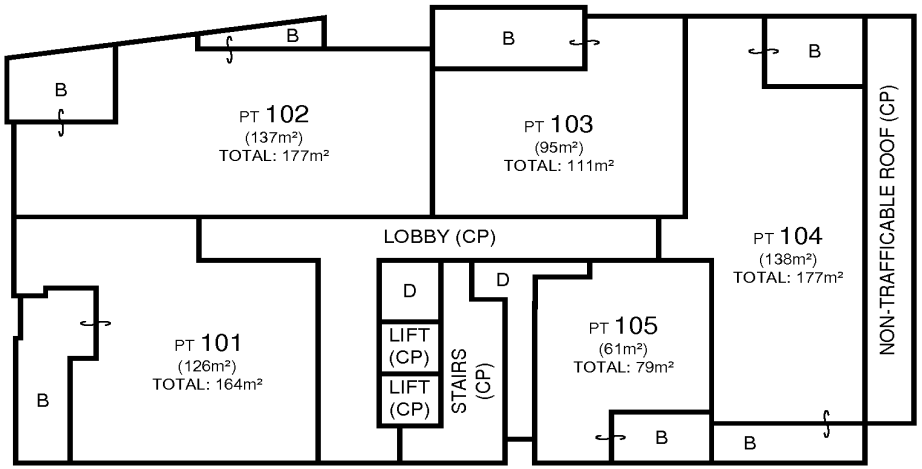
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Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered
29.11.2018

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Ref:2897-15 /Src:M

LEVEL 12 (BUILDING A)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

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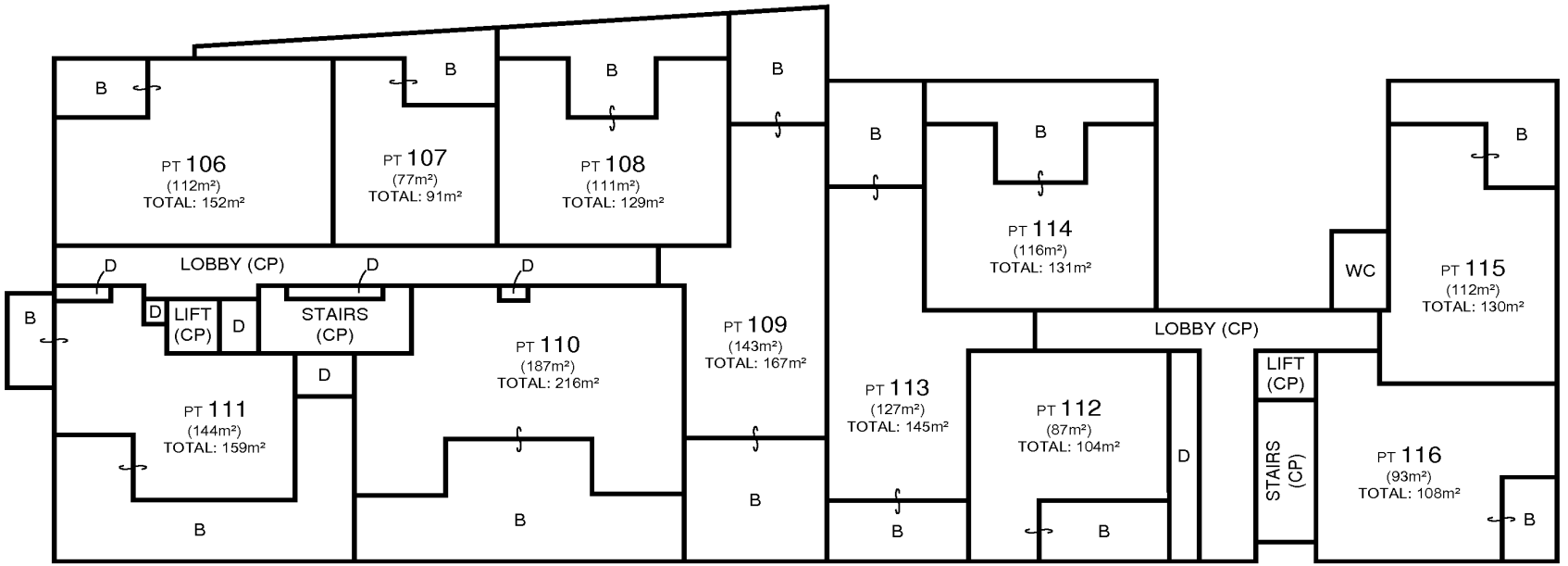
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Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered
29.11.2018

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Ref:2897-15 /Src:M

LEVEL 1 (BUILDING B)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

WC DENOTES WATER CLOSET (CP)

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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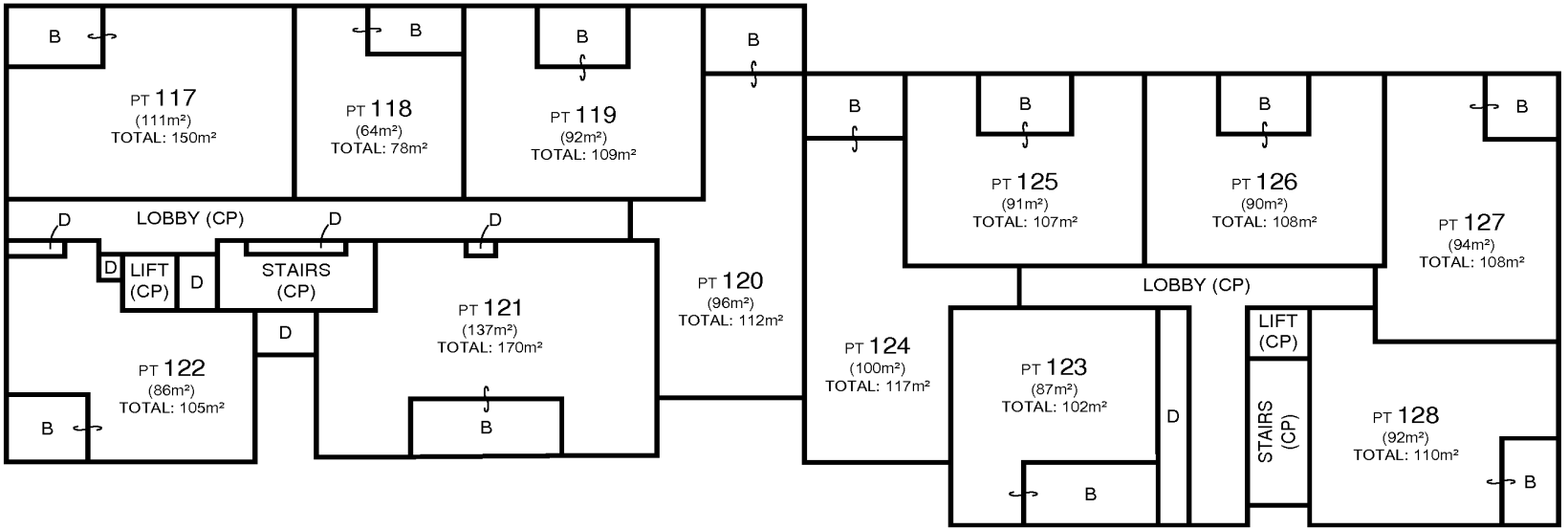
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Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered
29.11.2018

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LEVEL 2 (BUILDING B)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

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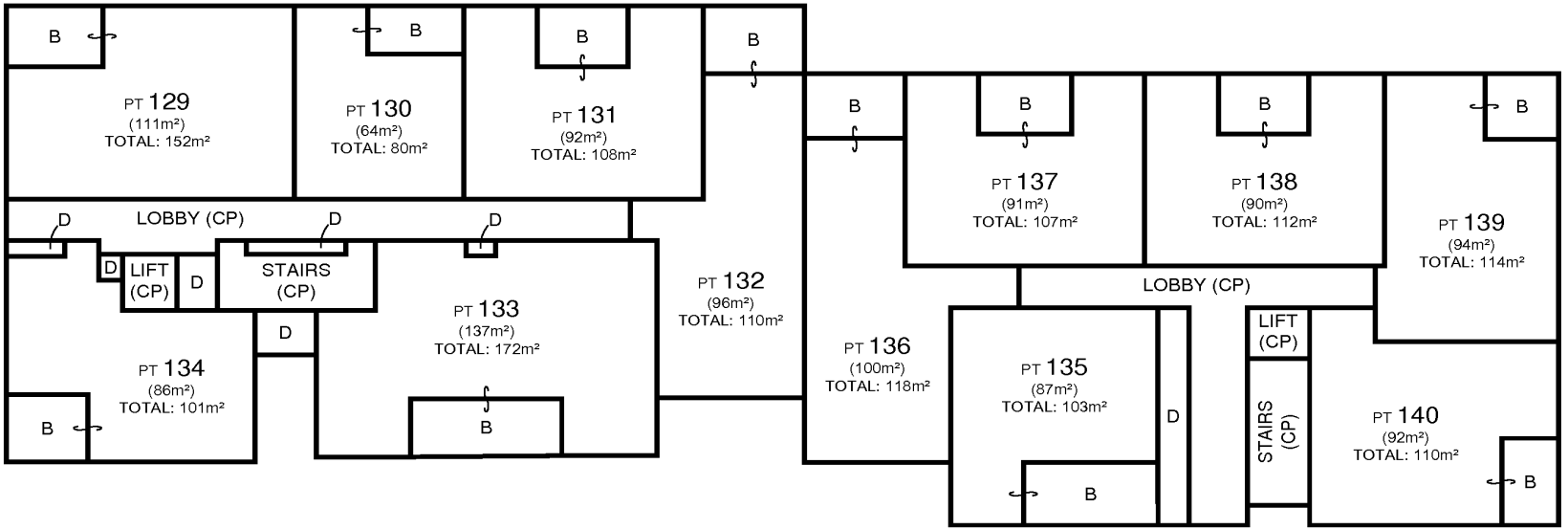
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Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
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29.11.2018

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LEVEL 3 (BUILDING B)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

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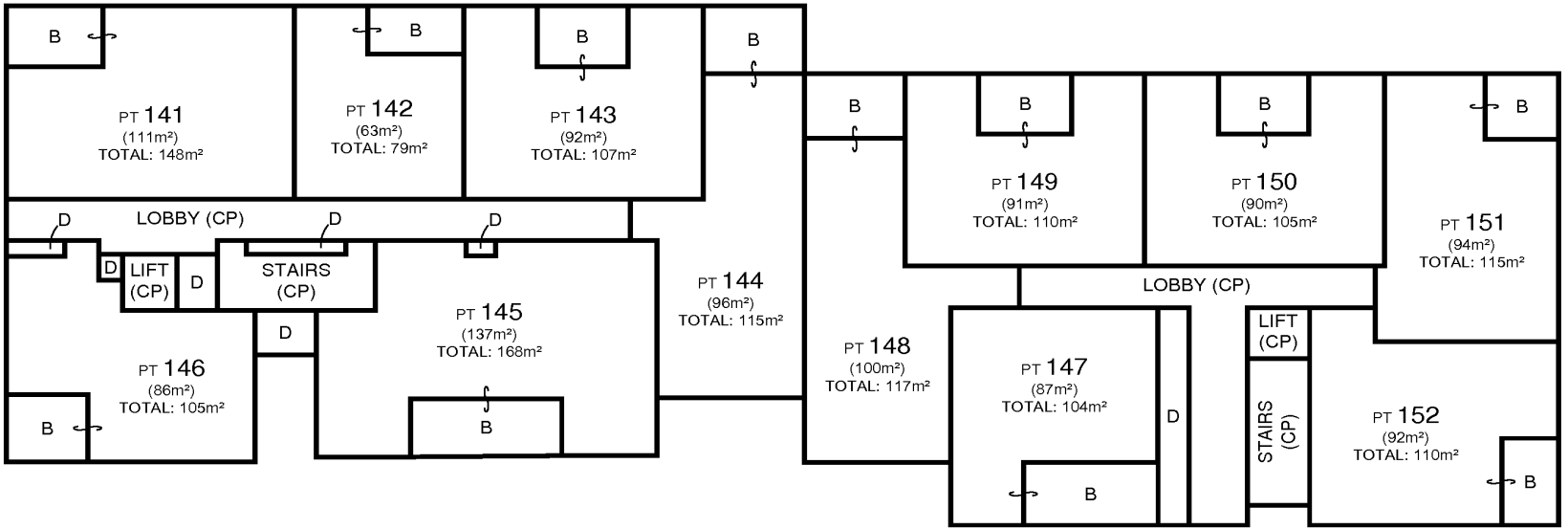
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LEVEL 4 (BUILDING B)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

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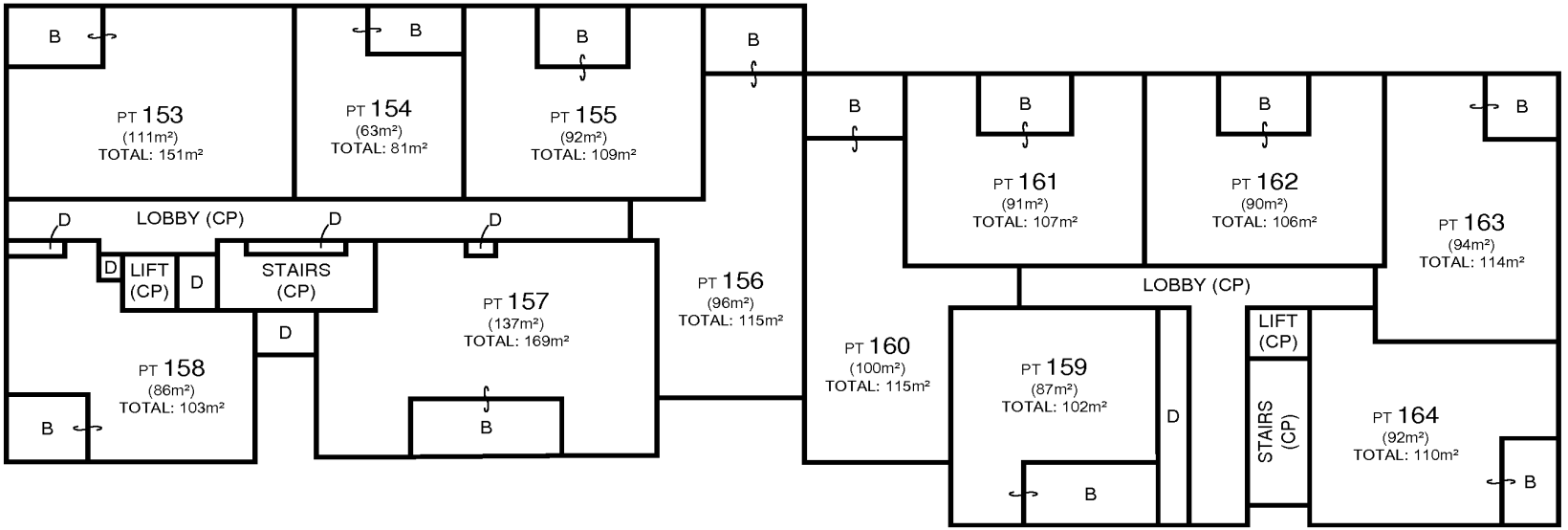
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Ref:2897-15 /Src:M

LEVEL 5 (BUILDING B)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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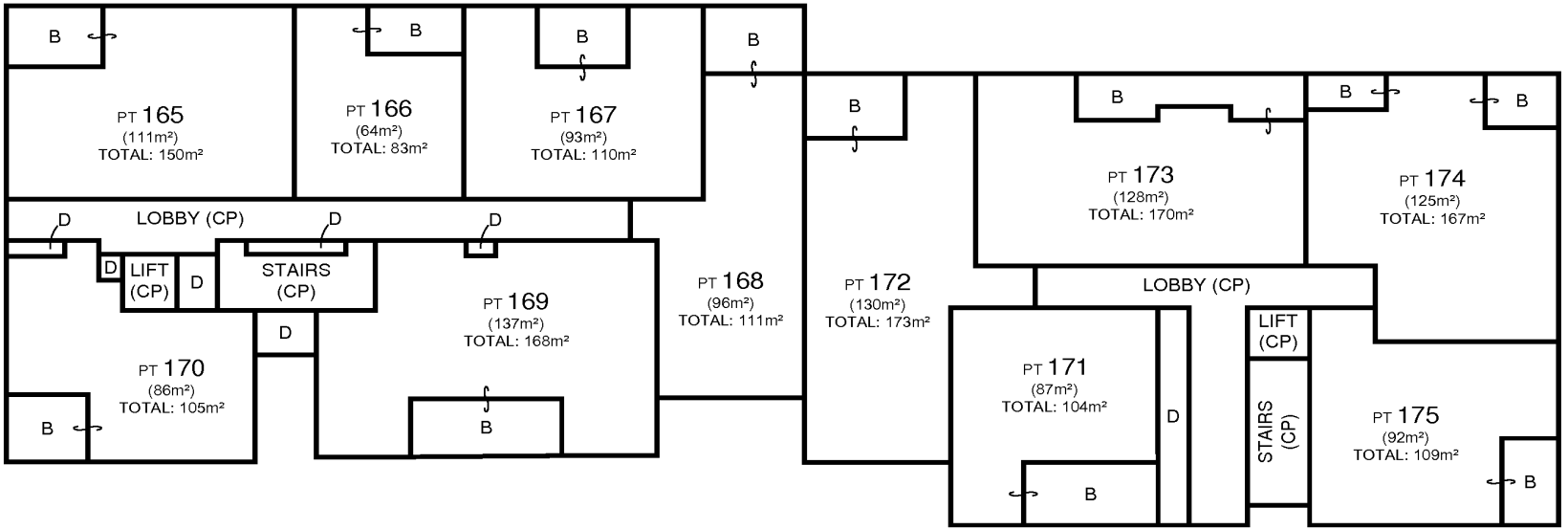
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
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SP98216

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Ref:2897-15 /Src:M

LEVEL 6 (BUILDING B)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

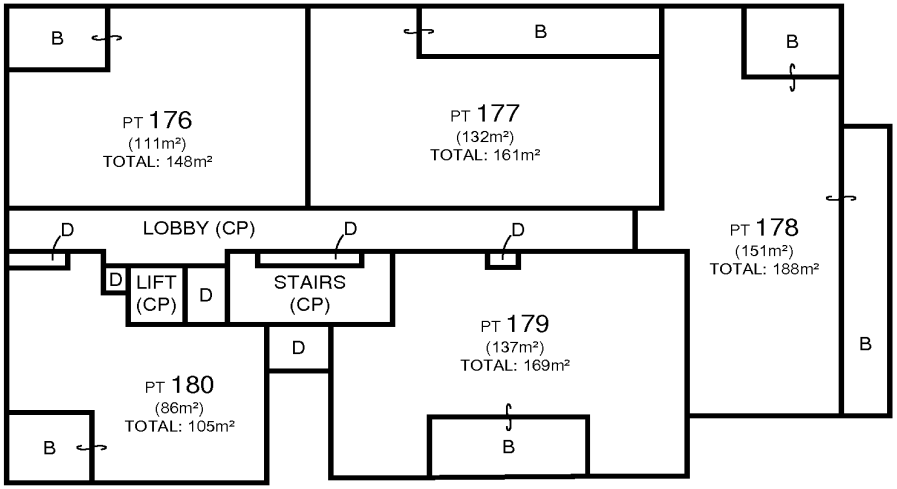
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Surveyor: JOHN WALTON Surveyor's Ref: 2750-15SP-ABC Subdivision No: SC 2953 Lengths are in metres Reduction Ratio 1 : 200	Registered 29.11.2018	SP98216

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:50 of 68
Ref:2897-15 /Src:M

LEVEL 7 (BUILDING B)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

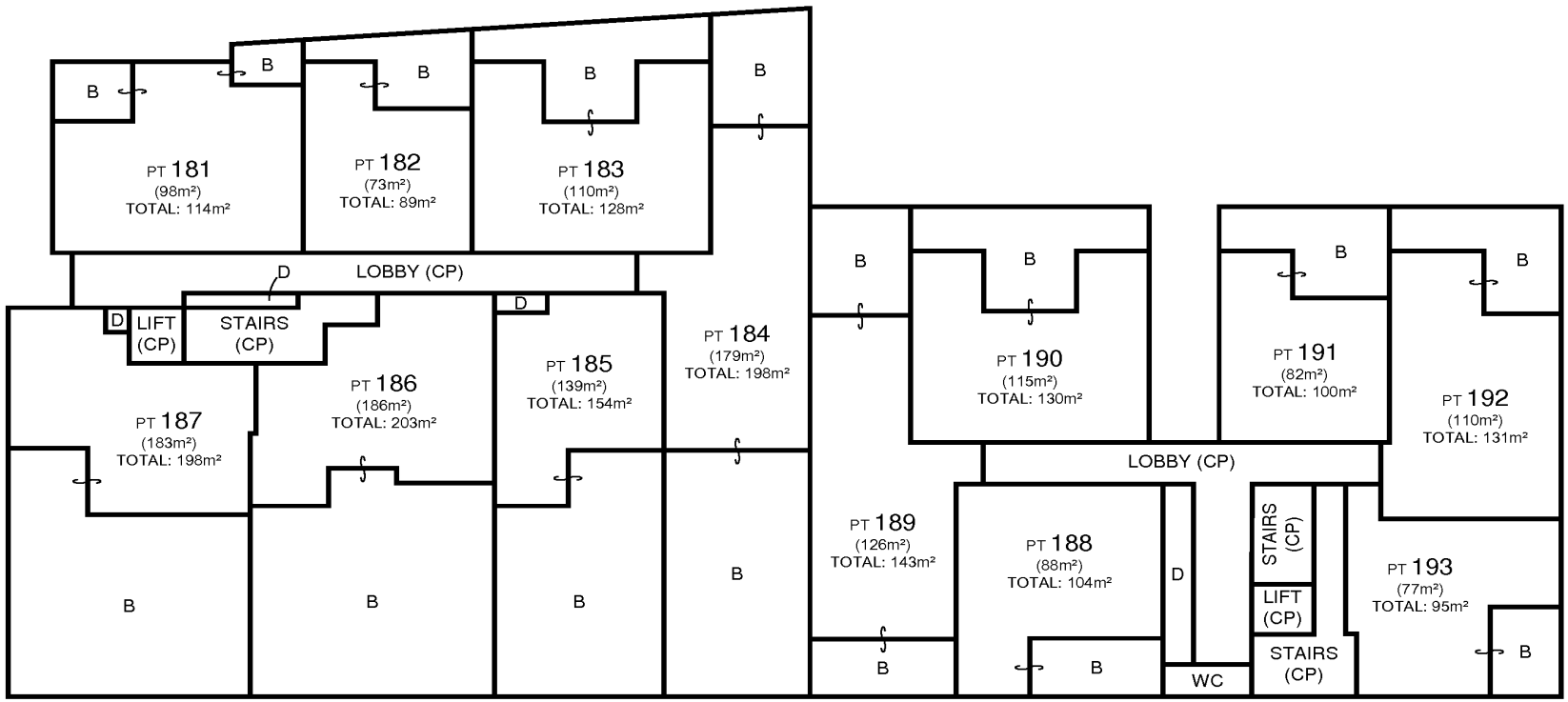
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered
29.11.2018

SP98216

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:51 of 68
Ref:2897-15 /Src:M

LEVEL 1 (BUILDING C)



B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

WC DENOTES WATER CLOSET (CP)

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150

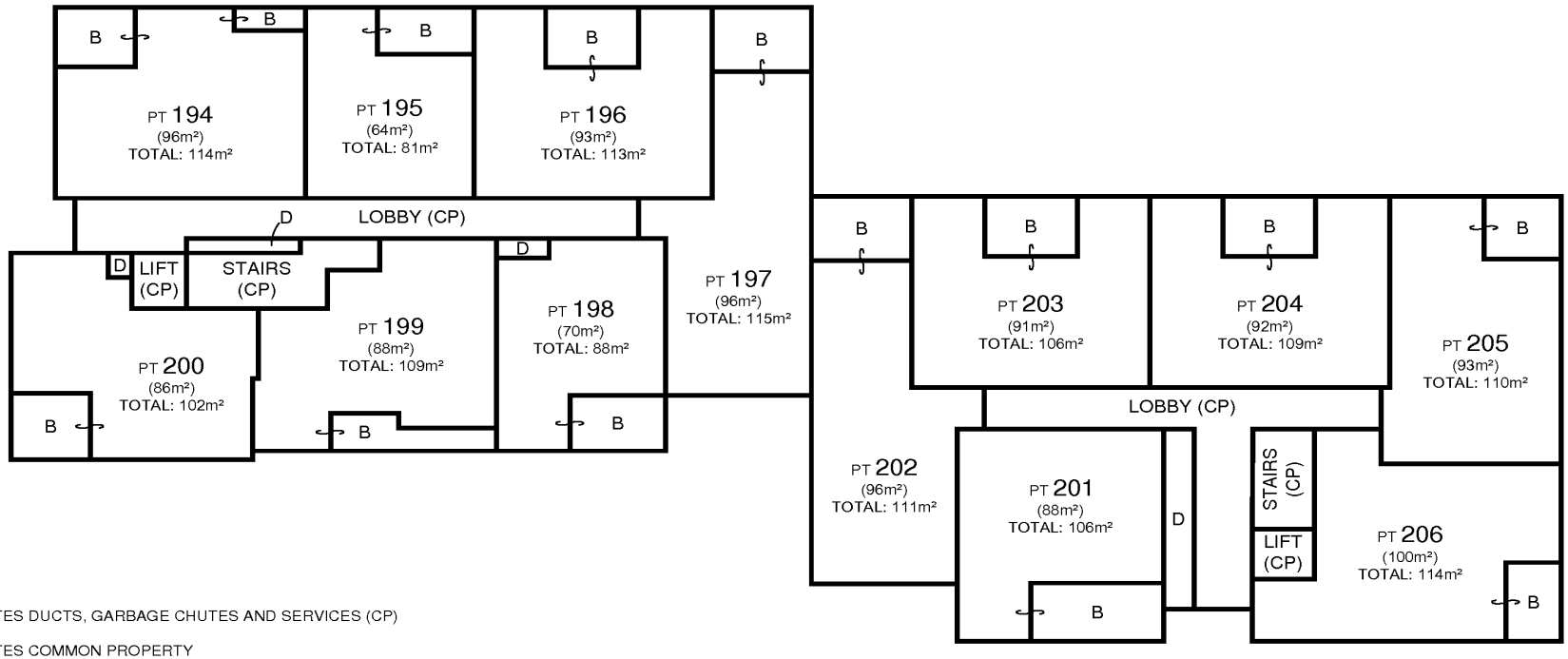
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered
29.11.2018

SP98216

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:52 of 68
Ref:2897-15 /Src:M

LEVEL 2 (BUILDING C)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

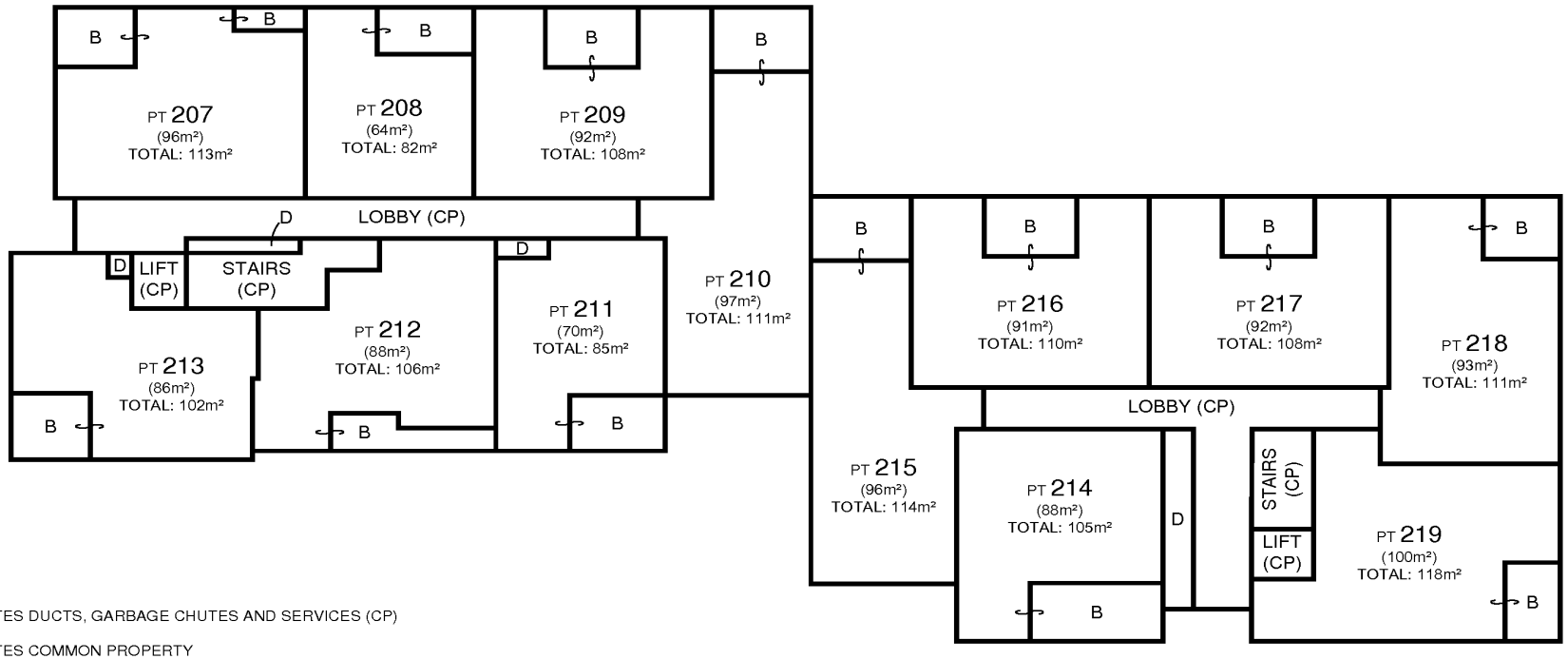
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered 29.11.2018

SP98216

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:53 of 68
Ref:2897-15 /Src:M

LEVEL 3 (BUILDING C)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

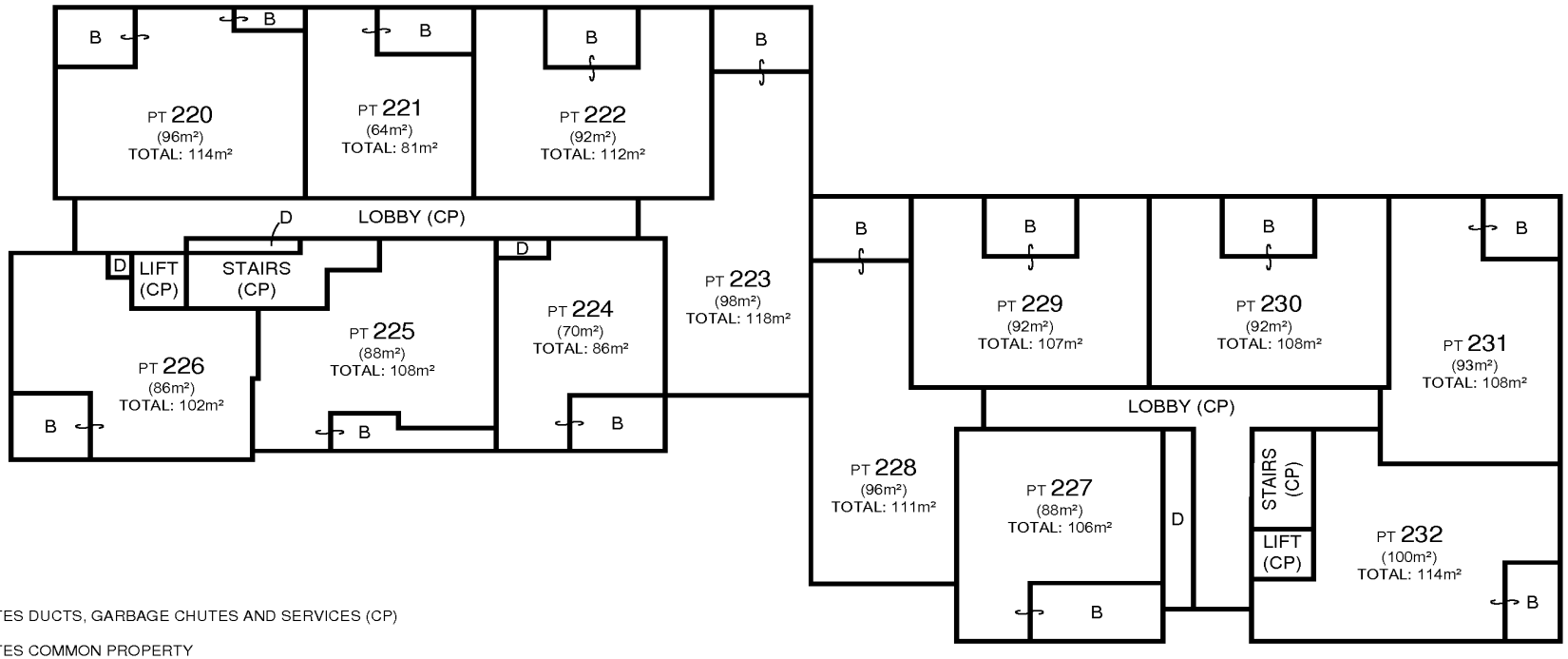
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered
29.11.2018

SP98216

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:54 of 68
Ref:2897-15 /Src:M

LEVEL 4 (BUILDING C)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

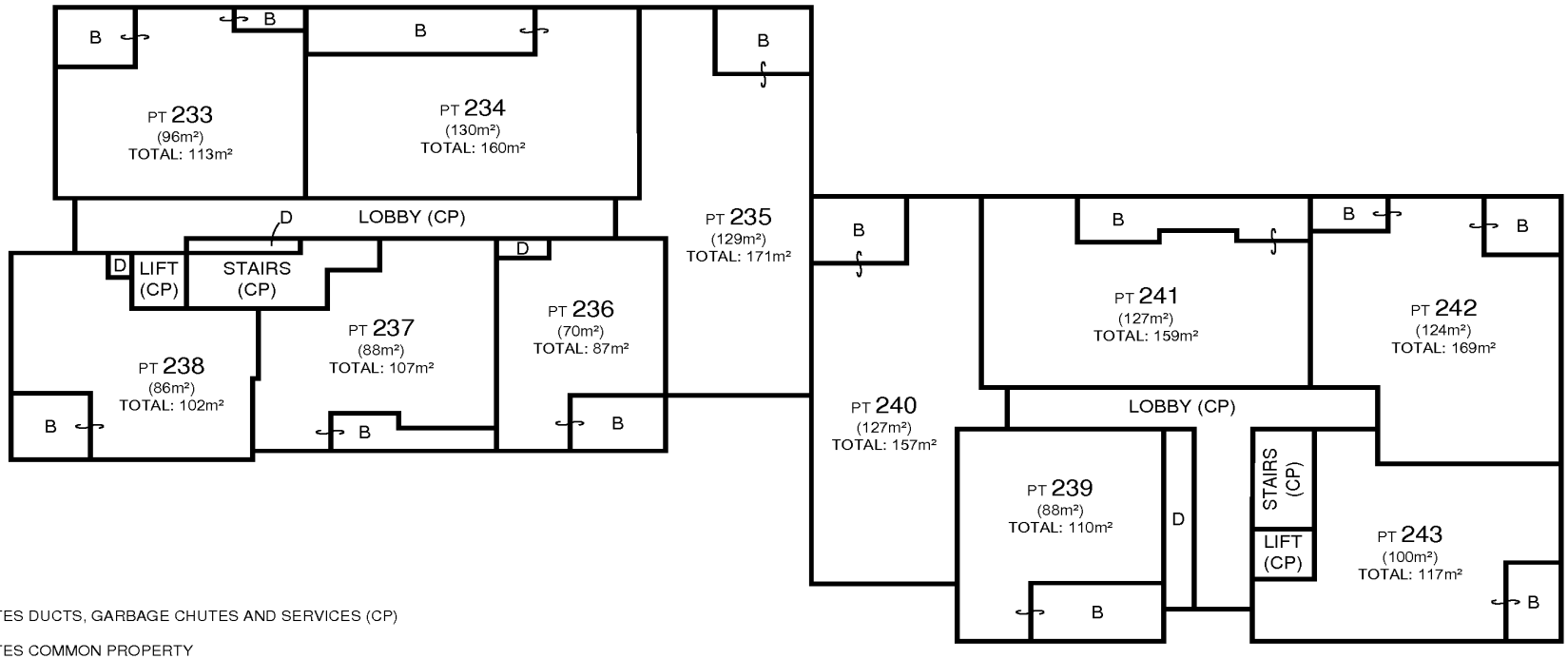
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

Registered
29.11.2018

SP98216

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:55 of 68
Ref:2897-15 /Src:M

LEVEL 5 (BUILDING C)



D DENOTES DUCTS, GARBAGE CHUTES AND SERVICES (CP)

CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

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

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 200

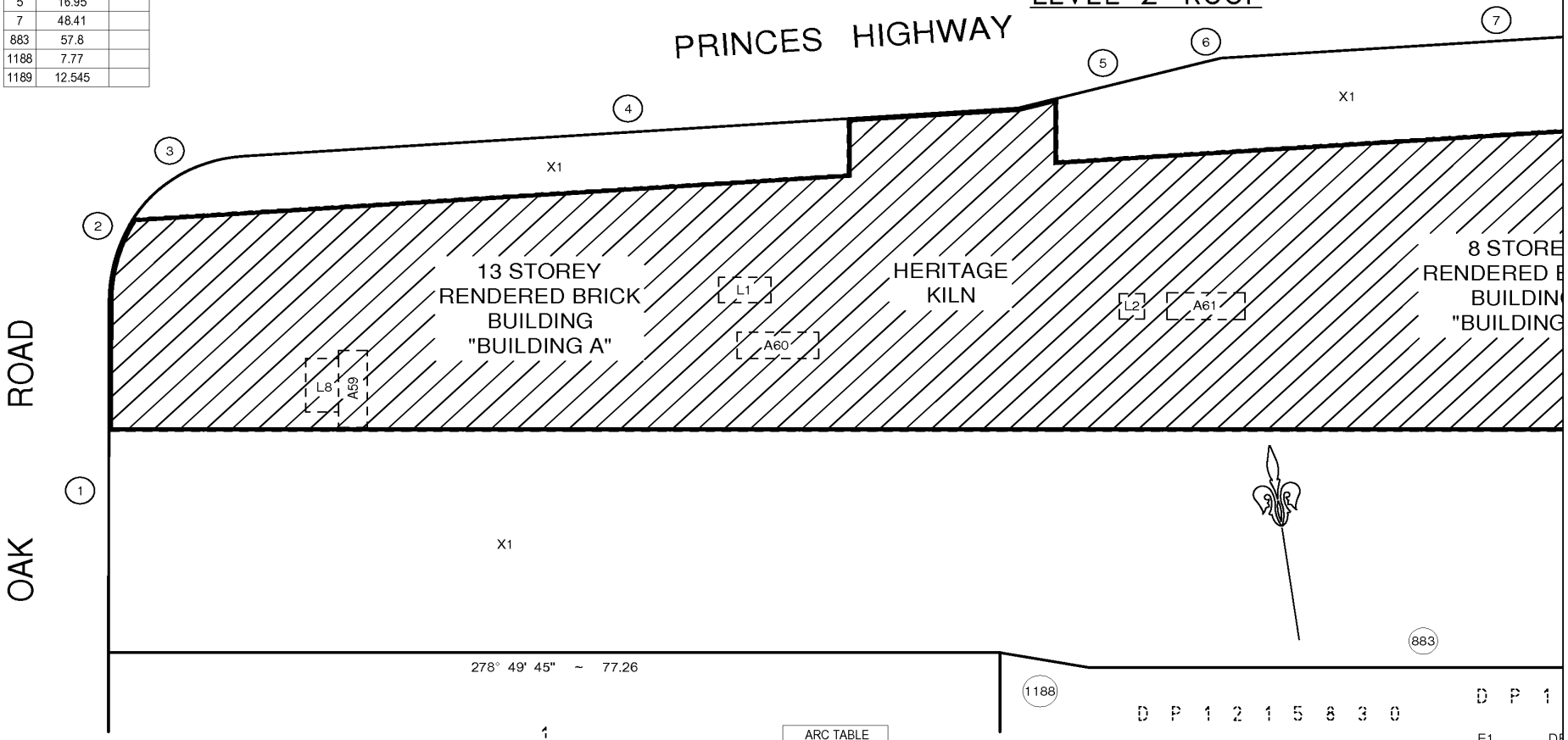
Registered 29.11.2018

SP98216

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:56 of 68
Ref:2897-15 /Src:M

No.	Distance	Desc.
1	33.21	
4	67.305	
5	16.95	
7	48.41	
883	57.8	
1188	7.77	
1189	12.545	

LOCATION PLAN
LEVEL 2–ROOF



ARC TABLE	
No.	Arc
2	7.685
3	12.255
6	1.26

X1 DENOTES EASEMENT FOR LIGHT AND AIR, VW & LIS (DP1215830)

L1,2,8 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS (DP1215830)

A59-61 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS (DP1215830)

VW DENOTES VARIABLE WIDTH
LIS DNOTES LIMITED IN STRATUM

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

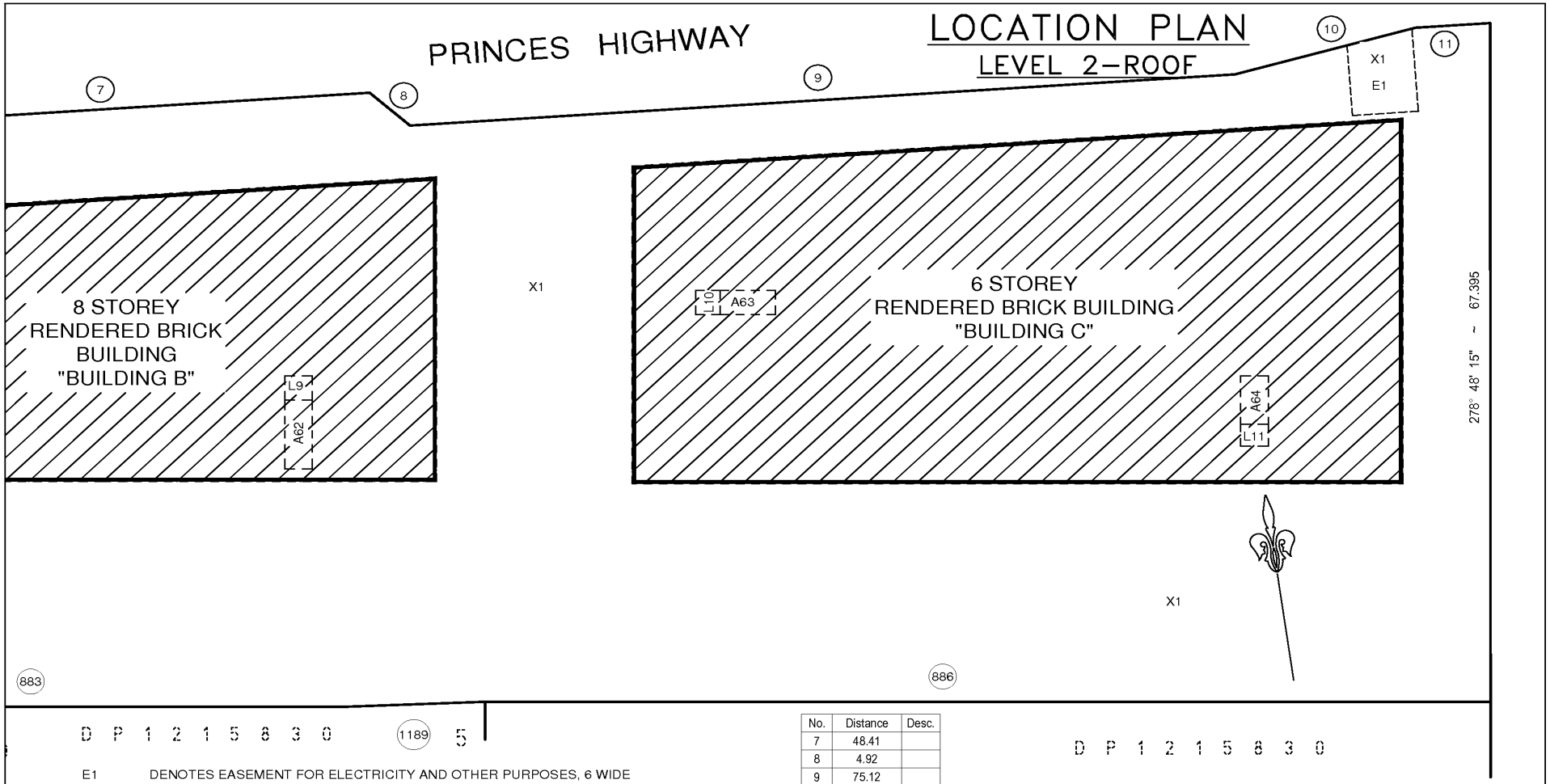
Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 700

Registered
29.11.2018

SP98216

Req:R687492 /Doc:SP 0098216 P /Rev:30-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:05-Dec-2018 16:57 /Seq:57 of 68
Ref:2897-15 /Src:M

LOCATION PLAN
LEVEL 2—ROOF



No.	Distance	Desc.
7	48.41	
8	4.92	
9	75.12	
10	17.06	
11	6.82	
886	83.415	
1189	12.545	

E1 DENOTES EASEMENT FOR ELECTRICITY AND OTHER PURPOSES, 6 WIDE AND VARIABLE (AN229883)

X1 DENOTES EASEMENT FOR LIGHT AND AIR, VW & LIS (DP1215830)

L9-11 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS (DP1215830)

A62-64 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS (DP1215830)

VW DENOTES VARIABLE WIDTH
LIS DNOTES LIMITED IN STRATUM

10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Surveyor: JOHN WALTON
Surveyor's Ref: 2750-15SP-ABC
Subdivision No: SC 2953
Lengths are in metres Reduction Ratio 1 : 700

Registered
29.11.2018

SP98216

SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 11 sheet(s)

Office Use Only	Office Use Only
Registered: 29.11.2018	SP98216

PLAN OF SUBDIVISION OF: **LOT 3 IN DP1215830**	LGA: **SUTHERLAND SHIRE** Locality: **KIRRAWEE** Parish: **SUTHERLAND** County: **CUMBERLAND**

This is a ***FREEHOLD**/~~***LEASEHOLD**~~ Strata Scheme

Address for Service of Documents 1 VILLAGE PLACE, KIRRAWEE NSW 2232 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: ~~* Model by-laws for residential strata schemes together with:~~ ~~Keeping of animals: Option *A / *B~~ ~~Smoke penetration: Option *A / *B~~ ~~(see Schedule 3 *Strata Schemes Management Regulation 2016*)~~ * The strata by-laws lodged with the plan.

Surveyor's Certificate

I.....**JOHN WALTON**.....,

of ..... **DAW & WALTON PTY LTD,** .....

..... **PO Box 3222, REDFERN NSW 2016,** .....

..... **survey@daw-walton.com.au** .....

being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

~~*The building encroaches on:~~

~~*(a) a public place~~

~~*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^.....~~

Signature: .....

Date: .....30-10-18.....

Surveyor ID: ...**8430**.....

Surveyor's Reference: 2750-15SP-ABC.....

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I.....GORDON WREN.....being an Accredited Certifier, accreditation number ~~BPB~~ 0447, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

~~*(a) This plan is part of a development scheme.~~

*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with ~~section 63 *Strata Schemes Development Act 2015*.~~

Certificate Reference: .....SC2953.....

Relevant Planning Approval No.: .....18/0354.....

issued by: SUTHERLAND COUNCIL

Signature: .....

Date: .....5th NOVEMBER 2018.....

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 11 sheet(s)

Office Use Only	Office Use Only
Registered: 29.11.2018	SP98216

VALUER'S CERTIFICATE

I, Max Green of Landmark White (Sydney) Pty Ltd being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: ..... Date 31/10/18

SCHEDULE OF UNIT ENTITLEMENT

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

Surveyor's Reference: 2750-15SP-ABC

ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 11 sheet(s)

Office Use Only	Office Use Only
Registered: 29.11.2018	SP98216

VALUER'S CERTIFICATE

I, Max Gunn of LandMark White (Sydney) Pty Ltd being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: Max Gunn Date 31/10/18

SCHEDULE OF UNIT ENTITLEMENT

Lot	Entitlement	Lot	Entitlement	Lot	Entitlement	Lot	Entitlement
97	52	121	52	145	52	169	53
98	42	122	38	146	39	170	39
99	56	123	36	147	36	171	37
100	33	124	43	148	43	172	54
101	51	125	40	149	40	173	55
102	53	126	40	150	40	174	55
103	42	127	41	151	42	175	43
104	57	128	42	152	42	176	47
105	33	129	46	153	46	177	55
106	45	130	31	154	31	178	56
107	31	131	40	155	41	179	53
108	40	132	42	156	43	180	39
109	43	133	52	157	53	181	42
110	52	134	38	158	39	182	31
111	39	135	36	159	36	183	40
112	35	136	43	160	44	184	43
113	43	137	40	161	41	185	32
114	40	138	40	162	41	186	39
115	41	139	42	163	42	187	39
116	42	140	42	164	43	188	35
117	45	141	46	165	46	189	42
118	31	142	31	166	32	190	40
119	40	143	40	167	41	191	31
120	42	144	43	168	43	192	42

Surveyor's Reference: 2750-15SP-ABC

ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 11 sheet(s)

Office Use Only	Office Use Only
Registered: 29.11.2018	SP98216

VALUER'S CERTIFICATE

I, Max Gran of LandMark White (Sydney) Pty Ltd being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: ..... Date 31/10/18

SCHEDULE OF UNIT ENTITLEMENT

Lot	Entitlement	Lot	Entitlement	Lot	Entitlement
193	33	217	40	241	54
194	42	218	42	242	54
195	31	219	42	243	43
196	40	220	42	Aggregate	10,000
197	42	221	31		
198	32	222	40		
199	39	223	43		
200	38	224	33		
201	36	225	39		
202	42	226	39		
203	40	227	36		
204	40	228	43		
205	41	229	40		
206	42	230	40		
207	42	231	42		
208	31	232	42		
209	40	233	43		
210	42	234	54		
211	32	235	53		
212	39	236	33		
213	38	237	40		
214	36	238	39		
215	42	239	36		
216	40	240	53		

Surveyor's Reference: 2750-15SP-ABC

ePlan

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 5 of 11 sheet(s)
Office Use Only Registered: 29.11.2018		Office Use Only SP98216

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

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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP	--	1	VILLAGE	PLACE	KIRRAWEE
1	201	1	VILLAGE	PLACE	KIRRAWEE
2	202	1	VILLAGE	PLACE	KIRRAWEE
3	203	1	VILLAGE	PLACE	KIRRAWEE
4	204	1	VILLAGE	PLACE	KIRRAWEE
5	205	1	VILLAGE	PLACE	KIRRAWEE
6	206	1	VILLAGE	PLACE	KIRRAWEE
7	207	3	VILLAGE	PLACE	KIRRAWEE
8	208	3	VILLAGE	PLACE	KIRRAWEE
9	209	3	VILLAGE	PLACE	KIRRAWEE
10	210	3	VILLAGE	PLACE	KIRRAWEE
11	211	3	VILLAGE	PLACE	KIRRAWEE
12	301	1	VILLAGE	PLACE	KIRRAWEE
13	302	1	VILLAGE	PLACE	KIRRAWEE
14	303	1	VILLAGE	PLACE	KIRRAWEE
15	304	1	VILLAGE	PLACE	KIRRAWEE
16	305	1	VILLAGE	PLACE	KIRRAWEE
17	306	1	VILLAGE	PLACE	KIRRAWEE
18	307	3	VILLAGE	PLACE	KIRRAWEE
19	308	3	VILLAGE	PLACE	KIRRAWEE
20	309	3	VILLAGE	PLACE	KIRRAWEE
21	310	3	VILLAGE	PLACE	KIRRAWEE
22	311	3	VILLAGE	PLACE	KIRRAWEE
23	401	1	VILLAGE	PLACE	KIRRAWEE
24	402	1	VILLAGE	PLACE	KIRRAWEE
25	403	1	VILLAGE	PLACE	KIRRAWEE
26	404	1	VILLAGE	PLACE	KIRRAWEE
27	405	1	VILLAGE	PLACE	KIRRAWEE
28	406	1	VILLAGE	PLACE	KIRRAWEE
29	407	3	VILLAGE	PLACE	KIRRAWEE
30	408	3	VILLAGE	PLACE	KIRRAWEE
31	409	3	VILLAGE	PLACE	KIRRAWEE
32	410	3	VILLAGE	PLACE	KIRRAWEE
33	411	3	VILLAGE	PLACE	KIRRAWEE
34	501	1	VILLAGE	PLACE	KIRRAWEE
35	502	1	VILLAGE	PLACE	KIRRAWEE
36	503	1	VILLAGE	PLACE	KIRRAWEE
37	504	1	VILLAGE	PLACE	KIRRAWEE
38	505	1	VILLAGE	PLACE	KIRRAWEE
39	506	1	VILLAGE	PLACE	KIRRAWEE
40	507	3	VILLAGE	PLACE	KIRRAWEE

Surveyor's Reference: 2750-15SP-ABC

ePlan

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 6 of 11 sheet(s)

Office Use Only	Office Use Only
Registered: 29.11.2018	SP98216

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

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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
41	508	3	VILLAGE	PLACE	KIRRAWEE
42	509	3	VILLAGE	PLACE	KIRRAWEE
43	510	3	VILLAGE	PLACE	KIRRAWEE
44	511	3	VILLAGE	PLACE	KIRRAWEE
45	601	1	VILLAGE	PLACE	KIRRAWEE
46	602	1	VILLAGE	PLACE	KIRRAWEE
47	603	1	VILLAGE	PLACE	KIRRAWEE
48	604	1	VILLAGE	PLACE	KIRRAWEE
49	605	1	VILLAGE	PLACE	KIRRAWEE
50	606	1	VILLAGE	PLACE	KIRRAWEE
51	607	3	VILLAGE	PLACE	KIRRAWEE
52	608	3	VILLAGE	PLACE	KIRRAWEE
53	609	3	VILLAGE	PLACE	KIRRAWEE
54	610	3	VILLAGE	PLACE	KIRRAWEE
55	611	3	VILLAGE	PLACE	KIRRAWEE
56	701	1	VILLAGE	PLACE	KIRRAWEE
57	702	1	VILLAGE	PLACE	KIRRAWEE
58	703	1	VILLAGE	PLACE	KIRRAWEE
59	704	1	VILLAGE	PLACE	KIRRAWEE
60	705	1	VILLAGE	PLACE	KIRRAWEE
61	706	3	VILLAGE	PLACE	KIRRAWEE
62	707	3	VILLAGE	PLACE	KIRRAWEE
63	708	3	VILLAGE	PLACE	KIRRAWEE
64	709	3	VILLAGE	PLACE	KIRRAWEE
65	710	3	VILLAGE	PLACE	KIRRAWEE
66	801	1	VILLAGE	PLACE	KIRRAWEE
67	802	1	VILLAGE	PLACE	KIRRAWEE
68	803	1	VILLAGE	PLACE	KIRRAWEE
69	804	1	VILLAGE	PLACE	KIRRAWEE
70	805	1	VILLAGE	PLACE	KIRRAWEE
71	806	3	VILLAGE	PLACE	KIRRAWEE
72	807	3	VILLAGE	PLACE	KIRRAWEE
73	808	3	VILLAGE	PLACE	KIRRAWEE
74	809	3	VILLAGE	PLACE	KIRRAWEE
75	810	3	VILLAGE	PLACE	KIRRAWEE
76	901	1	VILLAGE	PLACE	KIRRAWEE
77	902	1	VILLAGE	PLACE	KIRRAWEE
78	903	1	VILLAGE	PLACE	KIRRAWEE
79	904	1	VILLAGE	PLACE	KIRRAWEE
80	905	1	VILLAGE	PLACE	KIRRAWEE
81	906	3	VILLAGE	PLACE	KIRRAWEE

Surveyor's Reference: 2750-15SP-ABC

ePlan

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 7 of 11 sheet(s)

Office Use Only	Office Use Only
Registered: 29.11.2018	SP98216

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

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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
82	907	3	VILLAGE	PLACE	KIRRAWEE
83	908	3	VILLAGE	PLACE	KIRRAWEE
84	909	3	VILLAGE	PLACE	KIRRAWEE
85	910	3	VILLAGE	PLACE	KIRRAWEE
86	1001	1	VILLAGE	PLACE	KIRRAWEE
87	1002	1	VILLAGE	PLACE	KIRRAWEE
88	1003	1	VILLAGE	PLACE	KIRRAWEE
89	1004	1	VILLAGE	PLACE	KIRRAWEE
90	1005	1	VILLAGE	PLACE	KIRRAWEE
91	1006	3	VILLAGE	PLACE	KIRRAWEE
92	1007	3	VILLAGE	PLACE	KIRRAWEE
93	1008	3	VILLAGE	PLACE	KIRRAWEE
94	1009	3	VILLAGE	PLACE	KIRRAWEE
95	1010	3	VILLAGE	PLACE	KIRRAWEE
96	1101	1	VILLAGE	PLACE	KIRRAWEE
97	1102	1	VILLAGE	PLACE	KIRRAWEE
98	1103	1	VILLAGE	PLACE	KIRRAWEE
99	1104	1	VILLAGE	PLACE	KIRRAWEE
100	1105	1	VILLAGE	PLACE	KIRRAWEE
101	1201	1	VILLAGE	PLACE	KIRRAWEE
102	1202	1	VILLAGE	PLACE	KIRRAWEE
103	1203	1	VILLAGE	PLACE	KIRRAWEE
104	1204	1	VILLAGE	PLACE	KIRRAWEE
105	1205	1	VILLAGE	PLACE	KIRRAWEE
106	101	5	VILLAGE	PLACE	KIRRAWEE
107	102	5	VILLAGE	PLACE	KIRRAWEE
108	103	5	VILLAGE	PLACE	KIRRAWEE
109	104	5	VILLAGE	PLACE	KIRRAWEE
110	105	5	VILLAGE	PLACE	KIRRAWEE
111	106	5	VILLAGE	PLACE	KIRRAWEE
112	107	7	VILLAGE	PLACE	KIRRAWEE
113	108	7	VILLAGE	PLACE	KIRRAWEE
114	109	7	VILLAGE	PLACE	KIRRAWEE
115	110	7	VILLAGE	PLACE	KIRRAWEE
116	111	7	VILLAGE	PLACE	KIRRAWEE
117	201	5	VILLAGE	PLACE	KIRRAWEE
118	202	5	VILLAGE	PLACE	KIRRAWEE
119	203	5	VILLAGE	PLACE	KIRRAWEE
120	204	5	VILLAGE	PLACE	KIRRAWEE
121	205	5	VILLAGE	PLACE	KIRRAWEE
122	206	5	VILLAGE	PLACE	KIRRAWEE

Surveyor's Reference: 2750-15SP-ABC

ePlan

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 8 of 11 sheet(s)

Office Use Only	Office Use Only
Registered: 29.11.2018	SP98216

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
123	207	7	VILLAGE	PLACE	KIRRAWEE
124	208	7	VILLAGE	PLACE	KIRRAWEE
125	209	7	VILLAGE	PLACE	KIRRAWEE
126	210	7	VILLAGE	PLACE	KIRRAWEE
127	211	7	VILLAGE	PLACE	KIRRAWEE
128	212	7	VILLAGE	PLACE	KIRRAWEE
129	301	5	VILLAGE	PLACE	KIRRAWEE
130	302	5	VILLAGE	PLACE	KIRRAWEE
131	303	5	VILLAGE	PLACE	KIRRAWEE
132	304	5	VILLAGE	PLACE	KIRRAWEE
133	305	5	VILLAGE	PLACE	KIRRAWEE
134	306	5	VILLAGE	PLACE	KIRRAWEE
135	307	7	VILLAGE	PLACE	KIRRAWEE
136	308	7	VILLAGE	PLACE	KIRRAWEE
137	309	7	VILLAGE	PLACE	KIRRAWEE
138	310	7	VILLAGE	PLACE	KIRRAWEE
139	311	7	VILLAGE	PLACE	KIRRAWEE
140	312	7	VILLAGE	PLACE	KIRRAWEE
141	401	5	VILLAGE	PLACE	KIRRAWEE
142	402	5	VILLAGE	PLACE	KIRRAWEE
143	403	5	VILLAGE	PLACE	KIRRAWEE
144	404	5	VILLAGE	PLACE	KIRRAWEE
145	405	5	VILLAGE	PLACE	KIRRAWEE
146	406	5	VILLAGE	PLACE	KIRRAWEE
147	407	7	VILLAGE	PLACE	KIRRAWEE
148	408	7	VILLAGE	PLACE	KIRRAWEE
149	409	7	VILLAGE	PLACE	KIRRAWEE
150	410	7	VILLAGE	PLACE	KIRRAWEE
151	411	7	VILLAGE	PLACE	KIRRAWEE
152	412	7	VILLAGE	PLACE	KIRRAWEE
153	501	5	VILLAGE	PLACE	KIRRAWEE
154	502	5	VILLAGE	PLACE	KIRRAWEE
155	503	5	VILLAGE	PLACE	KIRRAWEE
156	504	5	VILLAGE	PLACE	KIRRAWEE
157	505	5	VILLAGE	PLACE	KIRRAWEE
158	506	5	VILLAGE	PLACE	KIRRAWEE
159	507	7	VILLAGE	PLACE	KIRRAWEE
160	508	7	VILLAGE	PLACE	KIRRAWEE
161	509	7	VILLAGE	PLACE	KIRRAWEE
162	510	7	VILLAGE	PLACE	KIRRAWEE
163	511	7	VILLAGE	PLACE	KIRRAWEE

Surveyor's Reference: 2750-15SP-ABC

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 9 of 11 sheet(s)

Office Use Only	Office Use Only
Registered: 29.11.2018	SP98216

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

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
164	512	7	VILLAGE	PLACE	KIRRAWEE
165	601	5	VILLAGE	PLACE	KIRRAWEE
166	602	5	VILLAGE	PLACE	KIRRAWEE
167	603	5	VILLAGE	PLACE	KIRRAWEE
168	604	5	VILLAGE	PLACE	KIRRAWEE
169	605	5	VILLAGE	PLACE	KIRRAWEE
170	606	5	VILLAGE	PLACE	KIRRAWEE
171	607	7	VILLAGE	PLACE	KIRRAWEE
172	608	7	VILLAGE	PLACE	KIRRAWEE
173	609	7	VILLAGE	PLACE	KIRRAWEE
174	610	7	VILLAGE	PLACE	KIRRAWEE
175	611	7	VILLAGE	PLACE	KIRRAWEE
176	701	5	VILLAGE	PLACE	KIRRAWEE
177	702	5	VILLAGE	PLACE	KIRRAWEE
178	703	5	VILLAGE	PLACE	KIRRAWEE
179	704	5	VILLAGE	PLACE	KIRRAWEE
180	705	5	VILLAGE	PLACE	KIRRAWEE
181	101	9	VILLAGE	PLACE	KIRRAWEE
182	102	9	VILLAGE	PLACE	KIRRAWEE
183	103	9	VILLAGE	PLACE	KIRRAWEE
184	104	9	VILLAGE	PLACE	KIRRAWEE
185	105	9	VILLAGE	PLACE	KIRRAWEE
186	106	9	VILLAGE	PLACE	KIRRAWEE
187	107	9	VILLAGE	PLACE	KIRRAWEE
188	108	11	VILLAGE	PLACE	KIRRAWEE
189	109	11	VILLAGE	PLACE	KIRRAWEE
190	110	11	VILLAGE	PLACE	KIRRAWEE
191	111	11	VILLAGE	PLACE	KIRRAWEE
192	112	11	VILLAGE	PLACE	KIRRAWEE
193	113	11	VILLAGE	PLACE	KIRRAWEE
194	201	9	VILLAGE	PLACE	KIRRAWEE
195	202	9	VILLAGE	PLACE	KIRRAWEE
196	203	9	VILLAGE	PLACE	KIRRAWEE
197	204	9	VILLAGE	PLACE	KIRRAWEE
198	205	9	VILLAGE	PLACE	KIRRAWEE
199	206	9	VILLAGE	PLACE	KIRRAWEE
200	207	9	VILLAGE	PLACE	KIRRAWEE
201	208	11	VILLAGE	PLACE	KIRRAWEE
202	209	11	VILLAGE	PLACE	KIRRAWEE
203	210	11	VILLAGE	PLACE	KIRRAWEE
204	211	11	VILLAGE	PLACE	KIRRAWEE

Surveyor's Reference: 2750-15SP-ABC

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 10 of 11 sheet(s)

Office Use Only	Office Use Only
Registered: 29.11.2018	SP98216

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Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
205	212	11	VILLAGE	PLACE	KIRRAWEE
206	213	11	VILLAGE	PLACE	KIRRAWEE
207	301	9	VILLAGE	PLACE	KIRRAWEE
208	302	9	VILLAGE	PLACE	KIRRAWEE
209	303	9	VILLAGE	PLACE	KIRRAWEE
210	304	9	VILLAGE	PLACE	KIRRAWEE
211	305	9	VILLAGE	PLACE	KIRRAWEE
212	306	9	VILLAGE	PLACE	KIRRAWEE
213	307	9	VILLAGE	PLACE	KIRRAWEE
214	308	11	VILLAGE	PLACE	KIRRAWEE
215	309	11	VILLAGE	PLACE	KIRRAWEE
216	310	11	VILLAGE	PLACE	KIRRAWEE
217	311	11	VILLAGE	PLACE	KIRRAWEE
218	312	11	VILLAGE	PLACE	KIRRAWEE
219	313	11	VILLAGE	PLACE	KIRRAWEE
220	401	9	VILLAGE	PLACE	KIRRAWEE
221	402	9	VILLAGE	PLACE	KIRRAWEE
222	403	9	VILLAGE	PLACE	KIRRAWEE
223	404	9	VILLAGE	PLACE	KIRRAWEE
224	405	9	VILLAGE	PLACE	KIRRAWEE
225	406	9	VILLAGE	PLACE	KIRRAWEE
226	407	9	VILLAGE	PLACE	KIRRAWEE
227	408	11	VILLAGE	PLACE	KIRRAWEE
228	409	11	VILLAGE	PLACE	KIRRAWEE
229	410	11	VILLAGE	PLACE	KIRRAWEE
230	411	11	VILLAGE	PLACE	KIRRAWEE
231	412	11	VILLAGE	PLACE	KIRRAWEE
232	413	11	VILLAGE	PLACE	KIRRAWEE
233	501	9	VILLAGE	PLACE	KIRRAWEE
234	502	9	VILLAGE	PLACE	KIRRAWEE
235	503	9	VILLAGE	PLACE	KIRRAWEE
236	504	9	VILLAGE	PLACE	KIRRAWEE
237	505	9	VILLAGE	PLACE	KIRRAWEE
238	506	9	VILLAGE	PLACE	KIRRAWEE
239	507	11	VILLAGE	PLACE	KIRRAWEE
240	508	11	VILLAGE	PLACE	KIRRAWEE
241	509	11	VILLAGE	PLACE	KIRRAWEE
242	510	11	VILLAGE	PLACE	KIRRAWEE
243	511	11	VILLAGE	PLACE	KIRRAWEE

Surveyor's Reference: 2750-15SP-ABC

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 11 of 11 sheet(s)
Office Use Only Registered: 29.11.2018		Office Use Only SP98216

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

EXECUTED by SOUTH VILLAGE PTY LIMITED, ACN 164 771 224
In accordance with section 127 of the Corporations Act:

Name: Dominic Sullivan
Authority: DIRECTOR

Name: Will Morgan
Authority: DIRECTOR

EXECUTED by **ANZ FIDUCIARY SERVICES PTY LIMITED, ACN 100 709 493**
Mortgagee VIDE AJ511375

SIGNED for and on behalf of **ANZ Fiduciary Services** Pty Limited by
KIT LIEW
who certifies that ~~she~~/he is a
MANAGER
Agency Services, of Australia and New Zealand Banking Group Limited pursuant to Power of Attorney Registered BK 8711 NO 227
dated 12/07/18 in the presence of:

Witness: ANTHONY HERDEN

Attorney

Surveyor's Reference: 2750-15SP-ABC

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652221S

NEW SOUTH WALES

MEMORANDUM OF TRANSFER

Real Property Act 1900.

1 APR 1912 4 P.M.

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty six years from the first day of July one thousand eight hundred and ninety nine under the - memorandum of Lease registered Number 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in consideration of the sum of Two hundred pounds paid by PETER ESPLIN of Newtown Engineer and PETER CRAMB of Grenfell - Farmer to the Perpetual Trustee Company Limited the Australian Trustee of the Will of Thomas Holt late of Sydney pursuant to Section seven of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed signed by the Manager thereof Doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Peter Esplin and Peter Cramb in equal shares as tenants in common All the estate and interest of the registered proprietor in fee simple in the surface of All that parcel of land containing a. r. p. situate in the Parish of Sutherland County of Cumberland being part of the land comprised in Certificate of Title dated 2nd May 1907 registered Volume 1776 Folio 27 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sublease Number 640870 (dated the eighth day of December one thousand nine hundred and eleven) from the Holt Sutherland Estate Company Limited to the said Peter Esplin And doth also transfer to the said Peter Esplin and Peter Cramb in equal shares as tenants in common all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease Number 50990 in and so far only as regards ~~to~~ the land comprised in the said Sub-Lease Number 640870 except and reserving unto the said Company and its assigns during the residue now unexpired of the term of the said Lease Number 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and - premises next herein excepted and reserved in reversion immediately expectant

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on the said Lease Number 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease Number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred Together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed and excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said Lease Number 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed Together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever AND I the said Peter Esplin do hereby transfer to the said Peter Cramb one equal half part or share of the estate and interest of which I the said Peter Esplin am entitled under the said Sub Lease Number 640870 to the intent that the said Peter Esplin and Peter Cramb may become the registered proprietors in fee simple in equal shares as tenants in common of the surface lands comprised in the said Sublease Number 640870 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 Provided always that the Company and its assigns shall hold the residue of the lands comprised in the said Lease Number 50990 subject to all the

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provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made. ———

IN WITNESS whereof the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the twenty eighth day of February in the year one thousand nine hundred and twelve. ———

COMMON SEAL of the HOLT SUTHERLAND)
ATE COMPANY LIMITED was affixed - :
eto by the Directors present at a :
ting of the Board of Directors of - :
t Company held this twenty eighth :
of February 1912 and such - :
ectors thereupon signed this trans- :
in the presence of)

Secretary.

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

GNED in my presence by the said PETER) :
PLIN who is personally known to me)

Hunter Simpson & Co Solicitors for.

GNED in my presence by the said PETER) :-
AME who ~~is~~ are personally known to me)

Solicitors for Transferee
Peter Crumb

MEMORANDUM OF ENCUMBRANCES &c. REFERRED TO

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No. 652221

MEMORANDUM OF TRANSFER

of Hac b. 14 perch Lots 4, 5, 13 & 14 Sec 6 D.P. 1660 Shire of Pph. Sutherland

(Reg'd minerals &c)

LODGED by

MINTER, SIMPSON and CO.

Holt Sutherland Est.

Transferror

Peter Esplin and Peter Grambe

Transferees

Tic.

Particulars entered in the Register Book Vol. 1776 Fol. 27 and my Leases Nos 50990 & 64080 the 1st day of April 1912 at 4 o'clock in the afternoon

Registrar General

Deputy Registrar General.

	DATE.	INITIALS
SENT TO DRAFTING BRANCH	28.3.12	
RECD FROM RECORDS	MAR 2 1912	
DRAFT WRITTEN		
DRAFT EXAMINED		
SENT TO RECORDS (REQUISITN.)		
SENT TO RECORDS (REGISTR)	APR - 1 1912	
DRAFT FORWARDED	9.4.12	
RETURNED FROM RECORDS	APR 15 1912	
CERTIFICATE ENGROSSED	10.4.12	
ENGROSS COMPLETE	29.4.12	
CERTIFICATE EXAMINED	29.4.12	
ACCOUNTANT		
REGISTRAR GENERAL	2 MAY 1912	

2248 169
2248 170

FILED

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24-5-19

A465253V

New South Wales — TEN SHILLINGS — IMPOUNDED

A465253

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900).

A 465253

THE HOLT SUTHERLAND COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of Seventy five pounds ———— paid by Johannes Hermanus Brinkman of Sutherland Musician and Elizabeth Dickson Brinkman his wife to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Johannes Hermanus Brinkman and Elizabeth Dickson Brinkman as joint Tenants All the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the 2nd day 1907 Registered Vol. 1776 fol. 27 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number A93952 from the Holt Sutherland Estate Company Limited to Alfred Pearce and Aominde Pearce his wife. And doth also transfer to the said Johannes Hermanus Brinkman and Elizabeth Dickson Brinkman as joint Tenants all the estate and interest of which it the said Holt Sutherland Company Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No A93952 except and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby

Sup. Surveyor

Req:R486350 /Doc:DL A465253 /Rev:02-Jun-2009 /Sts:SC.OK /Prt:09-Oct-2015 16:50 /Pgs:ALL /Seq:2 of 4
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appointed together with liberty for the reversioner or reversioners without entering on the suface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient undergrouud works whatsoever to the intent that the said Johannes Hermanus Brinkman and Elizabeth Dickson Brinkman may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No A93952 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this fourteenth day of May 1919

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this fourteenth day of May 1919 and such Directors thereupon signed this Transfer in the presence of—

H. D. Dickson
E. Sutherland
Director

Secretary

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

SIGNED in my presence by the said Johannes Hermanus Brinkman and Elizabeth Dickson Brinkman who is personally known to me—

Edw. Hufton J.P.

J. H. Brinkman

E. D. Brinkman

Req:R486350 /Doc:DL A465253 /Rev:02-Jun-2009 /Sts:SC.OK /Prt:09-Oct-2015 16:50 /Pgs:ALL /Seq:3 of 4
Rq DocuSign Envelope ID: D2A8DD75-2F12-4BB9-AF1B-55181AF1E9C7

PERPETUAL TRUSTEE COMPANY LTD.,

33 to 39 HUNTER STREET, SYDNEY.



No. 147 20th May 1919

Received from Alfred & A. Pearce & by transfer to the sum of Mr J.H. & Mrs E.D. Brinkman being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland, being the whole of the land comprised in Sub-lease No. A93952 from the HOLT SUTHERLAND ESTATE CO. LTD. to the said A Abrahams and part of the land comprised in Memorandum of Lease registered No. 50990.

£ 75—0—0

E F Clarke pp Accountant.

J K Doyle Cashier.

Turnbull & Henderson Ltd., Sydney

Req:R486350 /Doc:DL A465253 /Rev:02-Jun-2009 /Sts:SC.OK /Prt:09-Oct-2015 16:50 /Pgs:ALL /Seq:4 of 4
Rc DocuSign Envelope ID: D2A8DD75-2F12-4BB9-AF1B-55181AF1E9C7

1ac 3per Lot 1. Sec 6. Dt 1660.
Shire of Sutherland.
Co Cumberland

(Reserving mines of coal etc)

Lodged by
Russell Russell
~~MINTER, SIMPSON & Co.,~~
SYDNEY.

THE HOLT SUTHERLAND COMPANY LIMITED.
Transferror.

{ Johannes Hermanus Brinkman.
{ Elizabeth Dickson Brinkman
Transferee.

As Joint tenants

A 465253

Particulars entered in the Register Book, Vol. 1776
Folio 27 & Lease 5099 X 0

the 10th day of June, 1919,
at ~~minutes~~ 11 o'clock
in the fore noon.

Registrar General.

	DATE.	INITIALS
SENT TO SURVEY BRANCH	30/6/19	
RECEIVED FROM RECORDS	10/7/19	
[illegible] WRITTEN -	31/7/19	
[illegible] EXAMINED -	1/8/19	
[illegible] COMPLETE -	3-6-19	
[illegible] EXAMINED -	4/8/19	
[illegible] FORWARDED -		
RETURNED TO RECORDS		
REQUISIT		
REGISTR		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS -	17/6/19	
DEP. REGISTRAR GENERAL		

2945 FOL. 194

rec'd 30th 2pm

Req:R486351 /Doc:DL A885586 /Rev:27-Jul-2009 /Sts:SC.OK /Prt:09-Oct-2015 16:50 /Pgs:ALL /Seq:1 of 3
Rc DocuSign Envelope ID: D2A8DD75-2F12-4BB9-AF1B-55181AF1E9C7

A885586X

New South Wales

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900).

A885586

A885586

THE HOLT SUTHERLAND COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of One hundred and fifty pounds paid by REFRACTORY BRICKS LIMITED of Sydney to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Refractory Bricks Limited All the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the 2nd May 1907 Registered Vol. 1776 fol. 27 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number 125059 from the Holt Sutherland Estate Company Limited to William Herbert Holloway of Sutherland, Contractor And doth also transfer to the said Refractory Bricks Limited all the estate and interest of which it the said Holt Sutherland Company Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. 125059 except and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby

Req:R486351 /Doc:DL A885586 /Rev:27-Jul-2009 /Sts:SC.OK /Prt:09-Oct-2015 16:50 /Pgs:ALL /Seq:2 of 3
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appointed together with liberty for the reversioner or reversioners without entering on the suface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Refractory Bricks Limited ———— may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No.125059to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this twenty-seventh day of October 1922

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this twenty-seventh day of October 192- and such Directors thereupon signed this Transfer in the presence of—

W. J. Jackson
E. J. Simpson
Director

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

SIGNED in my presence by the said

who is

personally known to me—

A. J. G. Simpson
Solicitor for the transferee
whose signature cannot be
obtained without delay.

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2ac 16/2/pt 10 Vol 3415 no 6
D.P. 1660
Hunt & Ph Sutherland
(Keeping minerals &c).

Lodged by

MINTER, SIMPSON & CO.,
SYDNEY.

A 885586

THE HOLT-SUTHERLAND COMPANY LIMITED
Transferror.

Refractory Bricks Limited *Transferee.*

Particulars entered in the Register Book, Vol. 1776.

Folio 27 and Lease no. 50990

the 20 day of February, 1923,

at ——— minutes 10 o'clock

in the fore noon.

Registrar General.

	DATE.	INITIALS
SENT TO SURVEY BRANCH	11/12/22	
RECEIVED FROM RECORDS	12 DEC 1922 11	
DRAFT VERIFIED	14.12.22	
DRAFT EXAMINED	15	
DIAGRAM COMPLETED	18	
DIAGRAM EXAMINED	do	
DRAFT FORWARDED FOR EXECUTION		
RETD. TO REGISTRAR		
RETURNED FROM RECORDS		
DUPLICATE ISSUED		
DEPT OF PUBLIC WORKS	21 FEB 1923	
DEP. REGISTRAR GENERAL		

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Req:R486353 /Doc:DL F087796 /Rev:27-Sep-2013 /Sts:OK.SC /Prt:09-Oct-2015 16:50 /Pgs:ALL /Seq:1 of 3
Re
DocuSign Envelope ID: D2A8DD75-2F12-4BB9-AF1B-55181AF1E9C7

Commissioner of Stamp Duties

$2-0-0

D F 87796

New South Wales

Fees— OCT 4 11 £1 10:
Lodgment .....
Endorsements .....
Certificate ..... easement 1 10
Total £3 10

B 14.10.49

NEW SOUTH WALES TWO POUNDS STAMP DUTY

9 19 9 49

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of One Hundred and eighty seven pounds ten shillings paid by *The Punchbowl Brick & Tile Company Limited ——— to the Perpetual Trustee Company (Limited) the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said *The Punchbowl Brick & Tile Company Limited All the estate and interets of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the 18th. February 1943 Registered Vol. 5364 fol. 126 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-leases Numbers A404105 and A404106 A129232 from the Holt Sutherland Estate Company Limited to Henry James Adams & Emmeline Adams and Bartlett respectively Bupak And doth also transfer to the said *The Punchbowl Brick & Tile Company Limited ——— all the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-leases Nos A129232, A404105 and A404106 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

* THE CORRECT NAME OF THE TRANSFEREE COMPANY SHOULD READ THE PUNCHBOWL BRICK & PIPE COMPANY PTY. LIMITED

5364-126

43 43

be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said The Punchbowl Brick & Tile Company Limited may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease Nos. A129232, A404105 and A404106 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act. And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company (1933) Limited was hereunto affixed at Sydney this ~~twenty fourth~~ fourth day of August. 1949

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this fourth day of August 1949 and such Directors thereupon signed this Transfer in the presence of—

Asst. Secretary

Directors.

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

~~SIGNED in my presence by the said~~
~~The Seal of The Punchbowl Brick & Pipe Co Pty Ltd~~
was hereunto affixed in the presence of
Reginald Allott and Edgar Sydney Wolfender
two Directors with the authority of the
~~personally known to me~~ ~~who is~~
Directors previously given
Countersigned

Secretary

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Re
DocuSign Envelope ID: D2A8DD75-2F12-4BB9-AF1B-55181AF1E9C7

No. D F 87796

Memorandum of Transfer of and Ass. of Lease

Lodged by

MINTER, SIMPSON & Co.,

SYDNEY

Dawson Waldron Edwards & Medway
44 Martin Place
Sydney

Ex mines & of coal etc.

BOLT SUTHERLAND COMPANY (1933) LIMITED

Transferror.

The Punchbowl Brick & Pipe Company Limited *Transferee.*

Particulars entered in the Register Book, Vol: 5264

Folio 126 Vd Lease No 50990

the 2nd day of December 1949,

at minutes 12 o'clock

in the noon.

Registrar General.

Release

PROGRESS RECORD.

	INITIALS	DATE
SENT TO SURVEY DRAFTING BRANCH		
RECEIVED FROM RECN. ROOM PARTICULARS		24/10/49
PARTICULARS EXAMINED		28/10/49
PLAN PREPARED		1/12/49
PLAN EXAMINED		1-2-50
RECORDS FORWARDED		1.2.50
DISPATCHED		
EXAMINATION CLERK		21/4

6098 FOL 117

EXTRA FEES
Nil
Diagram
Extra Folios

Cancelled as regd on request

B

C/B W4831

Req:R488389 /Doc:DL AN229883 /Rev:07-May-2018 /NSW LRS /Pgs:ALL /Prt:13-Aug-2020 18:12 /Seq:1 of 4
© Office of the Registrar-General /Src:GLOBALX /Ref:glscnl

Form: 01TG
Release: 3·1

TRANSFER GRANTING EASEMEN

New South Wales
Real Property Act 1900

AN229883E

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**

JOHN WALTON
I am authorised to make this Amendment
Signed:
Dated:

Servient Tenement	Dominant Tenement
NOW 2/1215968 ~~2/1215968~~ FORMALLY, 2/1215969.	An easement in gross pursuant to S88A of the Conveyancing Act 1919.

(B) **LODGED BY** 13-4-18

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	DAW & WALTON PTY LTD, PO BOX 3222, REDFERN NSW 2016 Ph: 02 80651156 Em: survey@daw-walton.com.au Reference: 2750-15SS1	TG

(C) **TRANSFEROR**

SOUTH VILLAGE PTY LIMITED (ACN 164 771 224)

I JOHN WALTON
am authorised to make this Amendment
Signed:
Dated: 19-4-18

(D) The transferor acknowledges receipt of the consideration of $

and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

EASEMENT FOR ELECTRICITY AND OTHER PURPOSES ON THE TERMS SET OUT IN ANNEXURE A SHOWN 6.0 WIDE & VARIABLE ~~ON ANNEXURE B AND AS SHOWN~~ IN DP1215968

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

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

DATE

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

Company: SOUTH VILLAGE PTY LIMITED (ACN 164 771 224)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: DOMINIC SULLIVAN
Office held: DIRECTOR

Signature of authorised person:
Name of authorised person: BRIAN BALLIGAN
Office held: SECRETARY

RELODGED
29 APR 2019
TIME: 11.30

"SEE PAGE 2"

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Req:R488389 /Doc:DL AN229883 /Rev:07-May-2018 /NSW LRS /Pgs:ALL /Prt:13-Aug-2020 18:12 /Seq:2 of 4
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Annexure A to TRANSFER GRANTING EASEMENT

Parties:

Lot 2 in DP1215969 AND
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION, ABN 67 505 337 385

Dated

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES"*~~on annexure B~~ on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in memorandum AK980903.

Signed sealed and delivered for and on behalf of ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385: in presence of:

.....
Signiture of Agent for Michael Pratt, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation

.....
Signiture of witness

ANGELO KRITSETOS
.....
Name of Agent in full

KEVIN PEK
Name of witness in full

52 Martin Place, Sydney NSW 2000

.....
Proprietor(s)
DOMINIC SULLIVAN
DIRECTOR

BRIAN BAILLSON
SECRETARY

Req:R488389 /Doc:DL AN229883 /Rev:07-May-2018 /NSW LRS /Pgs:ALL /Prt:13-Aug-2020 18:12 /Seq:3 of 4
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FILM WITH AN229883

sparke HELMORE LAWYERS

3 April 2018

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of easement from South Village Pty Ltd
Property: 566-594 Princes Highway, Kirrawee
Caveat No.s: AK370617, AM325754
Our ref: HEM/AUS096-01160

On behalf of Ausgrid (now ADMHC) we lodged caveats AK370617 and AM325754 to protect ADMHC's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of a Transfer Granting Easement in favour of ADMHC.

Caveat AK370617 should be removed from the title on the registration of the Transfer Granting Easement.

Caveat AM325754 should remain on the title pending the registration of an easement in favour of Ausgrid.

If you require any additional information please contact our office.

Yours faithfully

Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

Req:R488389 /Doc:DL AN229883 /Rev:07-May-2018 /NSW LRS /Pgs:ALL /Prt:13-Aug-2020 18:12 /Seq:4 of 4
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FILM WITH

AN 229883

10 April
~~29 March~~ 2018

Registrar General
Land Registry Services NSW
1 Prince Albert Road
Queens Square
Sydney NSW 2000

Dear Sir/Madam

Caveator's Consent for caveat No. AI638687
Land: Folio Identifiers 1/1215969 and 2/1215969

Coles Supermarkets Australia Pty Ltd ACN 004 189 708 being the caveator described in registered caveat AI638687 (**Caveator**) consents to the registration of:

1. Deposited Plan Administration Sheet DP1215968;
2. Plan of Subdivision of Lot 2 in DP1215969 referred to as Surveyor's Ref 2750-15DP4; and
3. Transfer Granting Easement to Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 on Folio Identifier 2/1215968.

This consent shall not affect the rights for the caveat to remain recorded on title.

Yours faithfully

Susan Stanicic
Managing Legal Counsel
Class B Attorney

Coles Supermarkets Australia Pty Ltd
ACN 004 189 708

Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708
800 Toorak Road Hawthorn East Victoria 3123 Australia PO Box 2000 Glen Iris Victoria 3146 Australia +61 3 9829 5111 coles.com.au

coles
A little better every day

DocuSign Envelope ID: 73FA2D73-53A2-471B-80B0-2B5B71AF0C2B

Req:R384483 /Doc:DP 1215830 P /Rev:09-Aug-2018 /Sts:SC.OK /Pgs:ALL /Prt:16-May-2019 12:15 /Seq:1 of 21
Ref:1903453 /Src:M

PLAN FORM 2 (A2) DP1215830 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 01 of 18 sheets

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 37046	91.016	LB	L2	SCIMS - VALIDATION	FOUND
SSM 37047	89.768	LB	L2	SCIMS ADOPTED	FOUND
SSM 42066	101.	U	U		FOUND
SSM 137652	80.	U	U		FOUND
DATE OF SCIMS AHD VALUES: 17-01-2018				HEIGHT DATUM: AHD71	FOUND

HEIGHT SCHEDULE

FROM	TO	HEIGHT Δ	METHOD
SSM37047	SSM37046	+1.18	TRIGONOMETRIC HEIGHTING
SSM37046	SSM137652	-4.68	TRIGONOMETRIC HEIGHTING
SSM137652	SSM42066	+17.59	TRIGONOMETRIC HEIGHTING
SSM42066	SSM37047	-14.09	TRIGONOMETRIC HEIGHTING
HEIGHT DATUM: AHD71			

COORDINATE SCHEDULE

MARK	MGA COORDINATES EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
SSM 37046	322385.703	6232481.110	B	2	SCIMS	FOUND
SSM 37047	322391.152	6232597.712	B	2	SCIMS	FOUND
SSM 42066	321934.480	6232436.147	B	3	SCIMS	FOUND
SSM 137652	322341.655	6232353.348	D	4	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 17-01-2018			MGA ZONE: 56		MGA DATUM: GDA94	

COMBINED SCALE FACTOR: 0.999971

MCF DENOTES METAL CYCLONE FENCING

EASEMENTS AFFECTING WHOLE OF LOTS 1-5

EASEMENT FOR SERVICES
EASEMENT FOR SUPPORT & SHELTER

EASEMENTS AFFECTING WHOLE OF LOTS 3-5

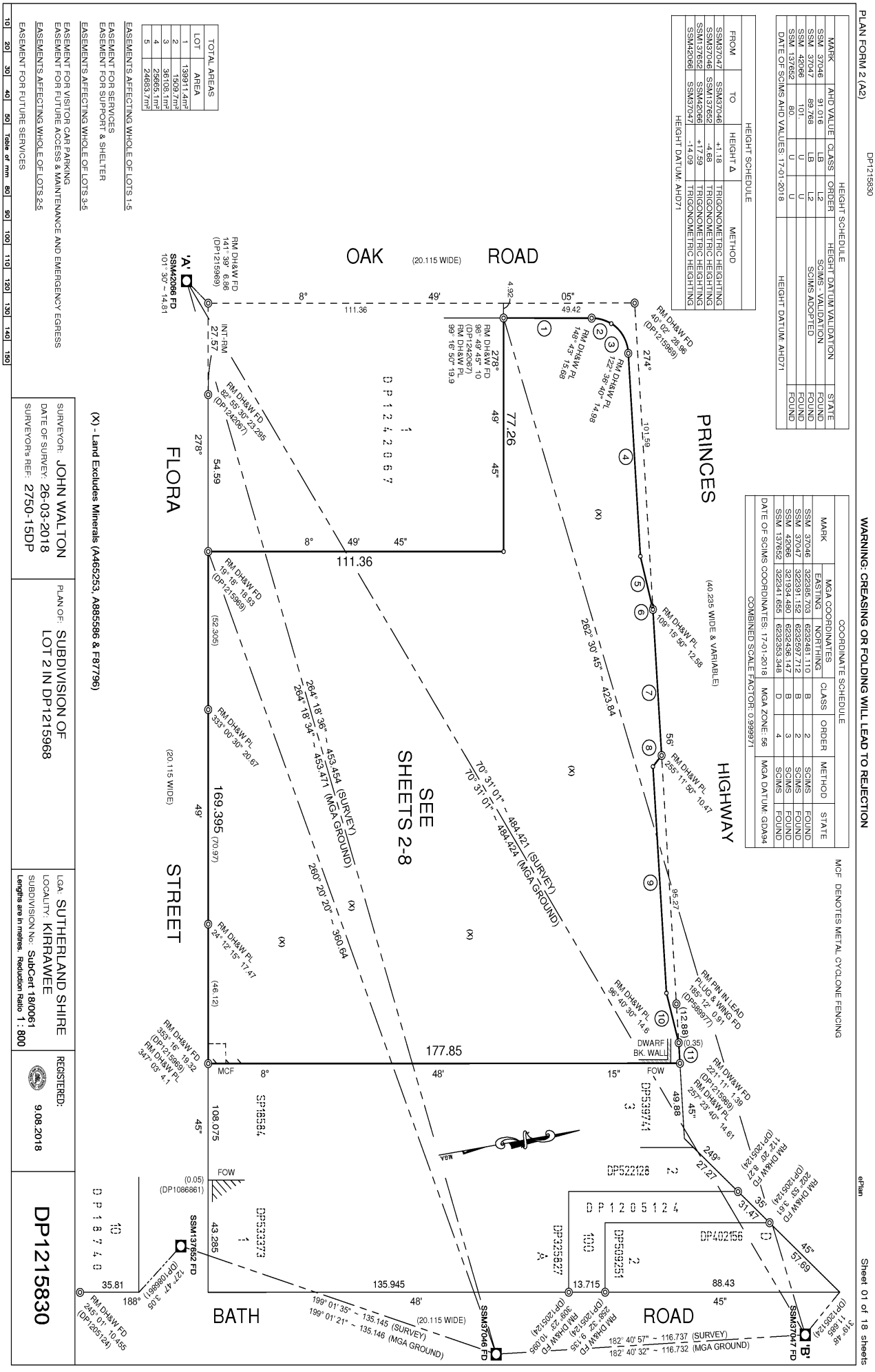
EASEMENT FOR VISITOR CAR PARKING
EASEMENT FOR FUTURE ACCESS & MAINTENANCE AND EMERGENCY EGRESS

EASEMENTS AFFECTING WHOLE OF LOTS 2-5

EASEMENT FOR FUTURE SERVICES

TOTAL AREAS	
LOT	AREA
1	139911.4m²
2	1539.7m²
3	36108.1m²
4	25865.1m²
5	24893.7m²

(X) - Land Excludes Minerals (A465253, A885586 & F87796)



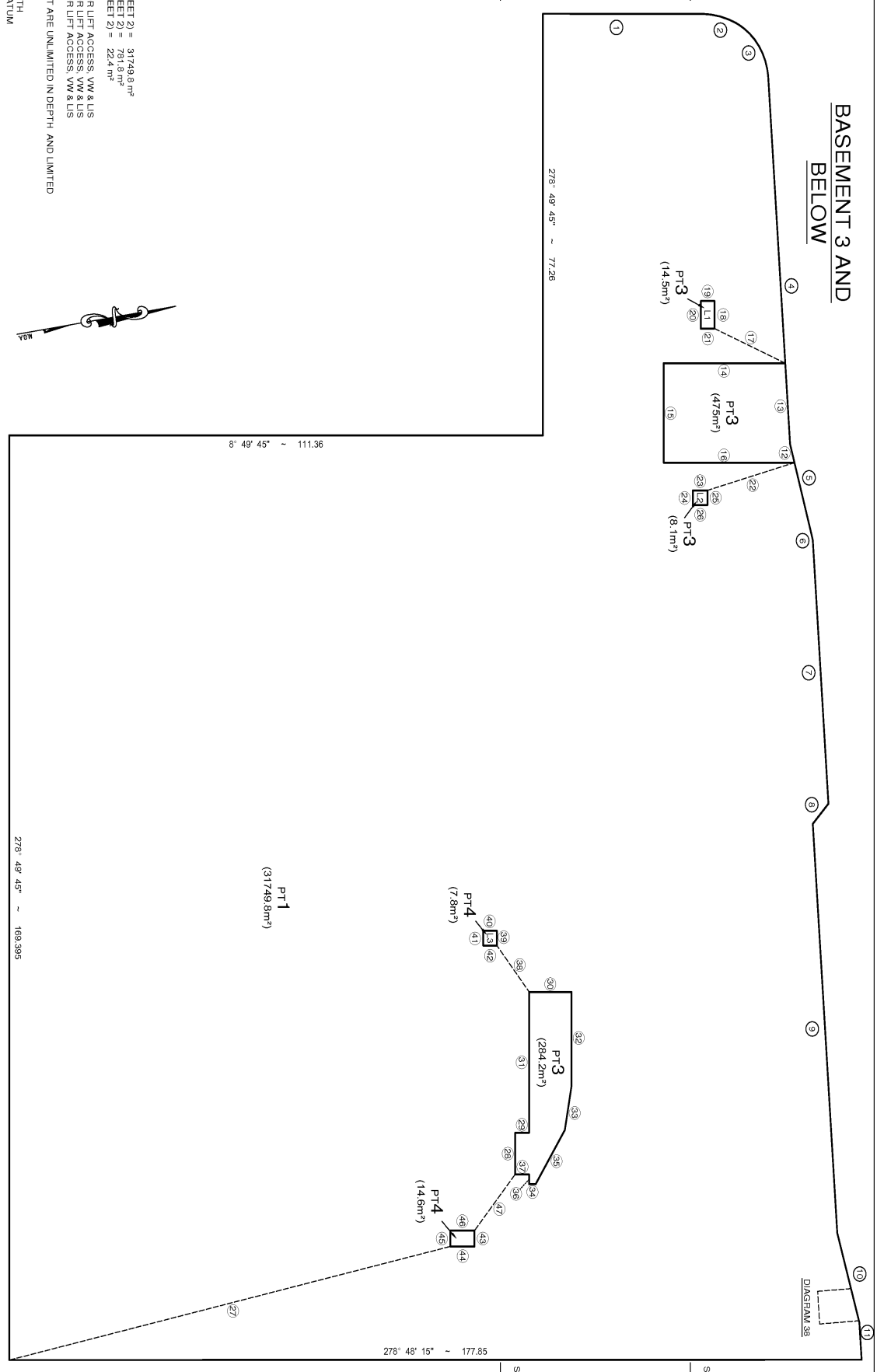
SURVEYOR: JOHN WALTON	PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968	LGA: SUTHERLAND SHIRE LOCALITY: KIRRAWEE SUBDIVISION No: SubCert 18/0061 Lengths are in metres. Reduction Ratio 1 : 800	REGISTERED: 9.08.2018
DATE OF SURVEY: 26-03-2018			
SURVEYOR's REF: 2750-15DP			DP1215830

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

DocuSign Envelope ID: 73FA2D73-53A2-471B-80B0-2B5B71AF0C2B

Req:R384483 /Doc:DP 1215830 P /Rev:09-Aug-2018 /Sts:SC.OK /Pgs:ALL /Prt:16-May-2019 12:15 /Seq:2 of 21
Ref:1903453 /Src:M

BASEMENT 3 AND BELOW



TOTAL AREA OF LOT 1 (ON SHEET 2) = 31749.8 m²
TOTAL AREA OF LOT 3 (ON SHEET 2) = 781.8 m²
TOTAL AREA OF LOT 4 (ON SHEET 2) = 22.4 m²

L1 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L2 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L3 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS

ALL PART LOTS ON THIS SHEET ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO 92.90

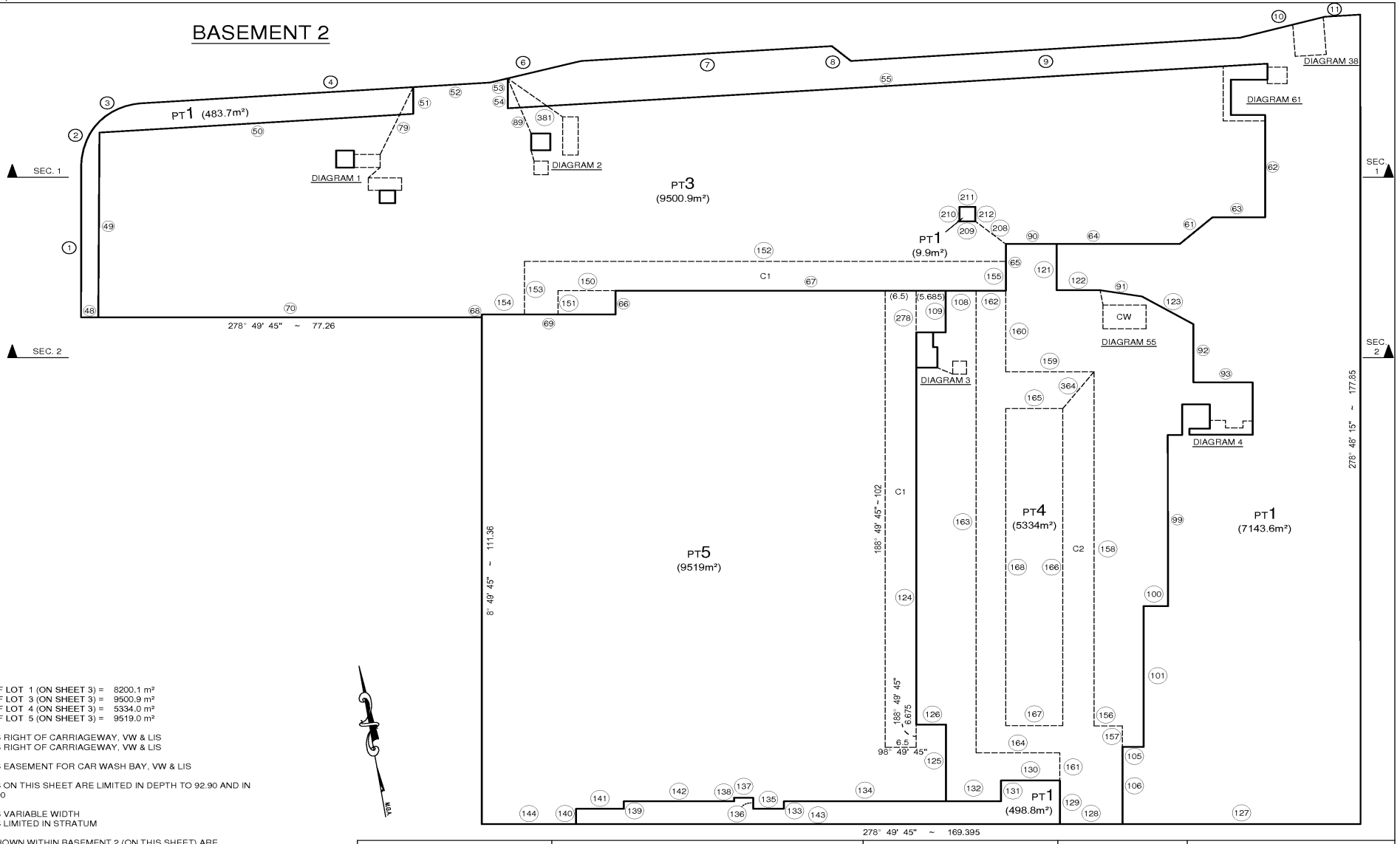
VW DENOTES VARIABLE WIDTH
LIS DENOTES LIMITED IN STRATUM

EASEMENTS SHOWN WITHIN BASEMENT 3 AND BELOW (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT 3 AND BELOW (ON THIS SHEET) UNLESS STATED OTHERWISE

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE

| | | |

BASEMENT 2



TOTAL AREA OF LOT 1 (ON SHEET 3) = 8200.1 m²
TOTAL AREA OF LOT 3 (ON SHEET 3) = 9500.9 m²
TOTAL AREA OF LOT 4 (ON SHEET 3) = 5334.0 m²
TOTAL AREA OF LOT 5 (ON SHEET 3) = 9519.0 m²

C1 DENOTES RIGHT OF CARRIAGEWAY, VW & LIS
C2 DENOTES RIGHT OF CARRIAGEWAY, VW & LIS

CW DENOTES EASEMENT FOR CAR WASH BAY, VW & LIS

ALL PART LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO 92.90 AND IN HEIGHT TO 95.90

VW DENOTES VARIABLE WIDTH
LIS DENOTES LIMITED IN STRATUM

EASEMENTS SHOWN WITHIN BASEMENT 2 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT 2 (ON THIS SHEET) UNLESS STATED OTHERWISE

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE

SURVEYOR: JOHN WALTON DATE OF SURVEY: 26-03-2018 SURVEYOR's REF: 2750-15DP	PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968	LGA: SUTHERLAND SHIRE LOCALITY: KIRRAWEE SUBDIVISION No: SubCert 18/0061 Lengths are in metres. Reduction Ratio 1:500	REGISTERED: 9.08.2018	DP1215830

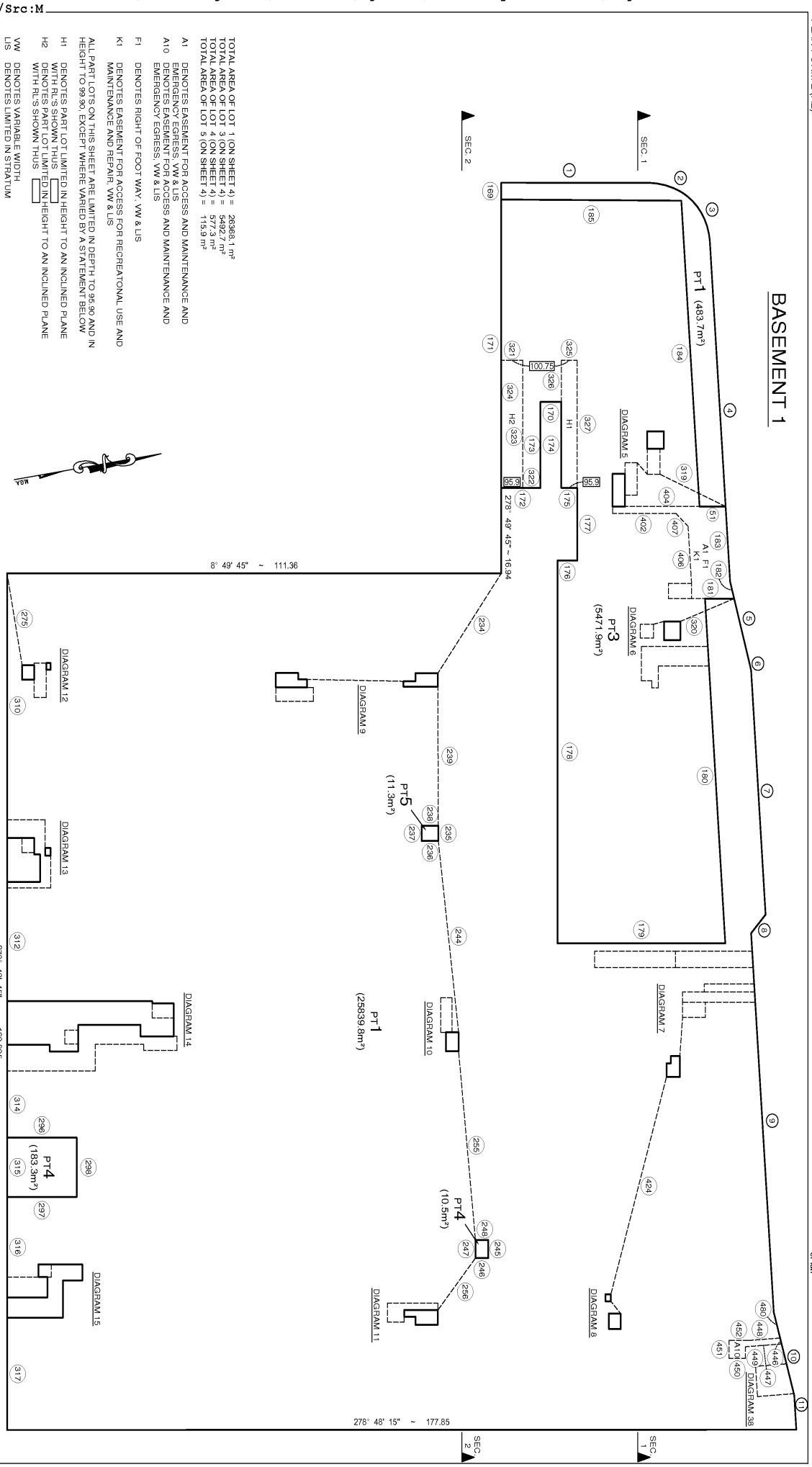
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Req:R384483 /Doc:DP 1215830 P /Rev:09-Aug-2018 /Sts:SC.OK /Pgs:ALL /Prt:16-May-2019 12:15 /Seq:3 of 21
Ref:1903453 /Src:M

DocuSign Envelope ID: 73FA2D73-53A2-471B-80B0-2B5B71AF0C2B

PLAN FORM 2 (A2) DP1215830 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 04 of 18 sheets

BASEMENT 1



TOTAL AREA OF LOT 1 (ON SHEET 4) = 26368.1 m²
TOTAL AREA OF LOT 3 (ON SHEET 4) = 5492.7 m²
TOTAL AREA OF LOT 4 (ON SHEET 4) = 577.3 m²
TOTAL AREA OF LOT 5 (ON SHEET 4) = 115.9 m²

A1 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A10 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS

F1 DENOTES RIGHT OF FOOT WAY, VW & LIS

K1 DENOTES EASEMENT FOR ACCESS FOR RECREATIONAL USE AND MAINTENANCE AND REPAIR, VW & LIS

ALL PART LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO 96.90 AND IN HEIGHT TO 99.90, EXCEPT WHERE VARIED BY A STATEMENT BELOW

H1 DENOTES PART LOT LIMITED IN HEIGHT TO AN INCLINED PLANE WITH RL'S SHOWN THUS
H2 DENOTES PART LOT LIMITED IN HEIGHT TO AN INCLINED PLANE WITH RL'S SHOWN THUS

VW DENOTES VARIABLE WIDTH
LIS DENOTES LIMITED IN STRATUM

EASEMENTS SHOWN WITHIN BASEMENT 1 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT 1 (ON THIS SHEET) UNLESS STATED OTHERWISE

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE

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

SURVEYOR: JOHN WALTON
DATE OF SURVEY: 26-03-2018
SURVEYOR's REF: 2750-15DP

PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968

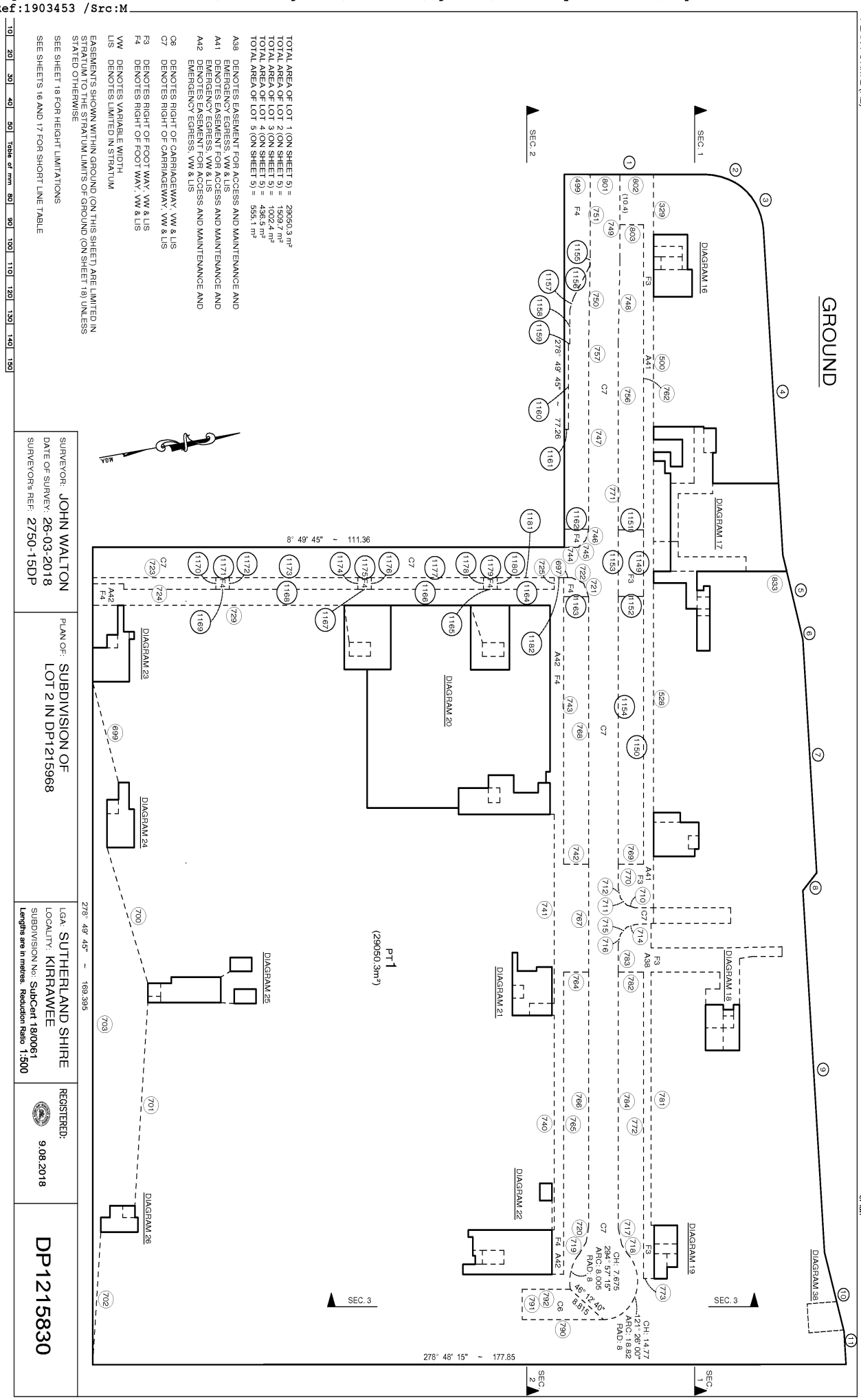
LGA: SUTHERLAND SHIRE
LOCALITY: KIRRAWEE
SUBDIVISION No: SubCert 18/0061
Lengths are in metres. Reduction Ratio 1:500

REGISTERED: 9.08.2018

DP1215830

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Ref:1903453 /Src:M



SURVEYOR: JOHN WALTON
DATE OF SURVEY: 26-03-2018
SURVEYOR's REF: 2750-15DP

PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968

LGA: SUTHERLAND SHIRE
LOCALITY: KIRRAWEE
SUBDIVISION No: SubCert 18/0061
Lengths are in metres. Reduction Ratio 1:500

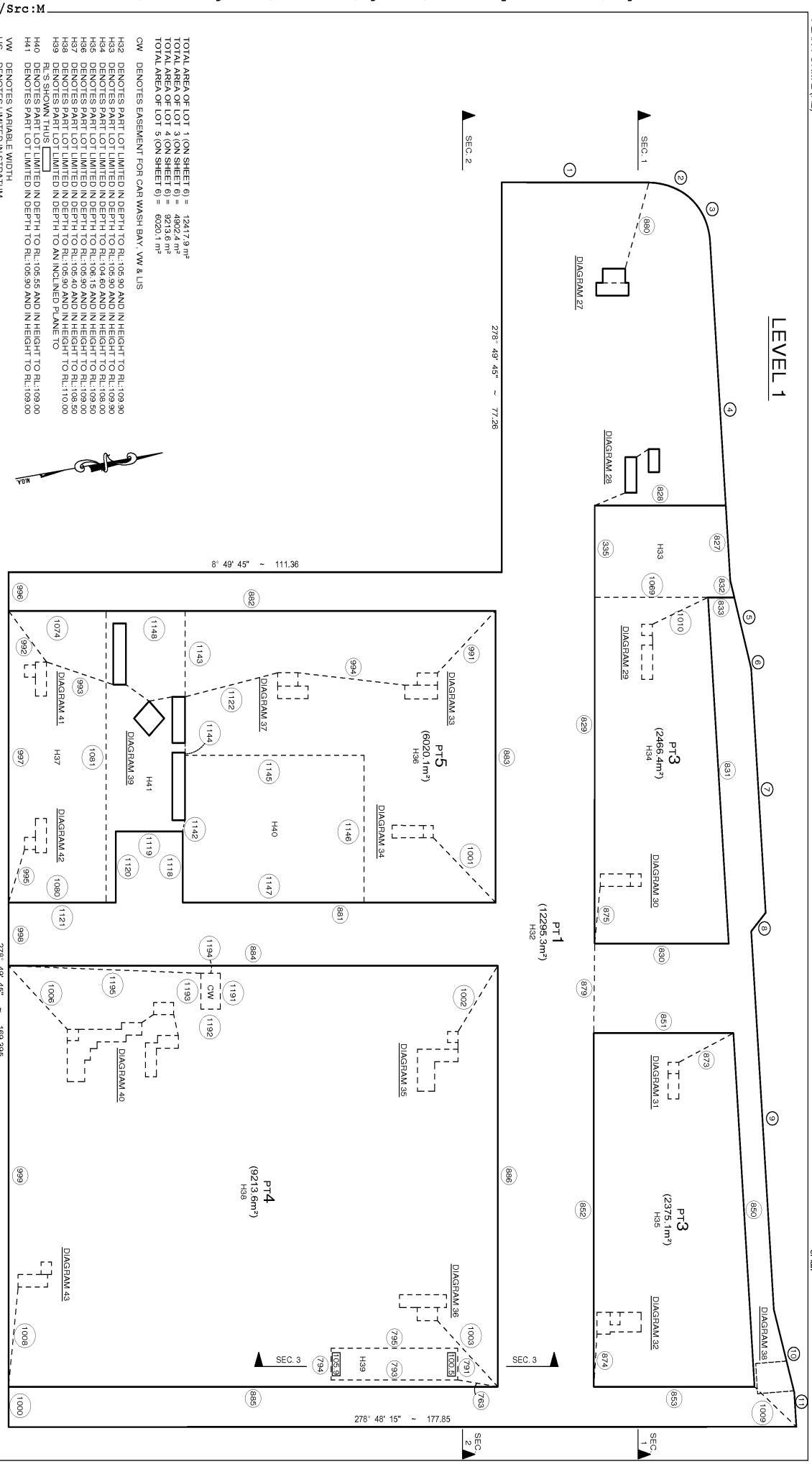
REGISTERED: 9.08.2018

DP1215830

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Ref:1903453 /Src:M

LEVEL 1



TOTAL AREA OF LOT 1 (ON SHEET 6) = 12417.9 m²
TOTAL AREA OF LOT 3 (ON SHEET 6) = 4902.4 m²
TOTAL AREA OF LOT 4 (ON SHEET 6) = 9213.6 m²
TOTAL AREA OF LOT 5 (ON SHEET 6) = 6020.1 m²

CW DENOTES EASEMENT FOR CAR WASH BAY. VW & LIS

H32 DENOTES PART LOT LIMITED IN DEPTH TO RL:105.90 AND IN HEIGHT TO RL:109.90
H33 DENOTES PART LOT LIMITED IN DEPTH TO RL:105.90 AND IN HEIGHT TO RL:109.90
H34 DENOTES PART LOT LIMITED IN DEPTH TO RL:104.60 AND IN HEIGHT TO RL:108.00
H35 DENOTES PART LOT LIMITED IN DEPTH TO RL:106.15 AND IN HEIGHT TO RL:109.50
H36 DENOTES PART LOT LIMITED IN DEPTH TO RL:105.90 AND IN HEIGHT TO RL:109.00
H37 DENOTES PART LOT LIMITED IN DEPTH TO RL:105.40 AND IN HEIGHT TO RL:108.50
H38 DENOTES PART LOT LIMITED IN DEPTH TO RL:105.90 AND IN HEIGHT TO RL:110.00
H39 DENOTES PART LOT LIMITED IN DEPTH TO AN INCLINED PLANE TO
RLS SHOWN THUS [105.9]
H40 DENOTES PART LOT LIMITED IN DEPTH TO RL:105.55 AND IN HEIGHT TO RL:109.00
H41 DENOTES PART LOT LIMITED IN DEPTH TO RL:105.90 AND IN HEIGHT TO RL:109.00

VW DENOTES VARIABLE WIDTH
LIS DENOTES LIMITED IN STRATUM

EASEMENTS SHOWN WITHIN LEVEL 1 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF LEVEL 1 (ON THIS SHEET) UNLESS STATED OTHERWISE

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE

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

SURVEYOR: JOHN WALTON
DATE OF SURVEY: 26-03-2018
SURVEYOR's REF: 2750-15DP

PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968

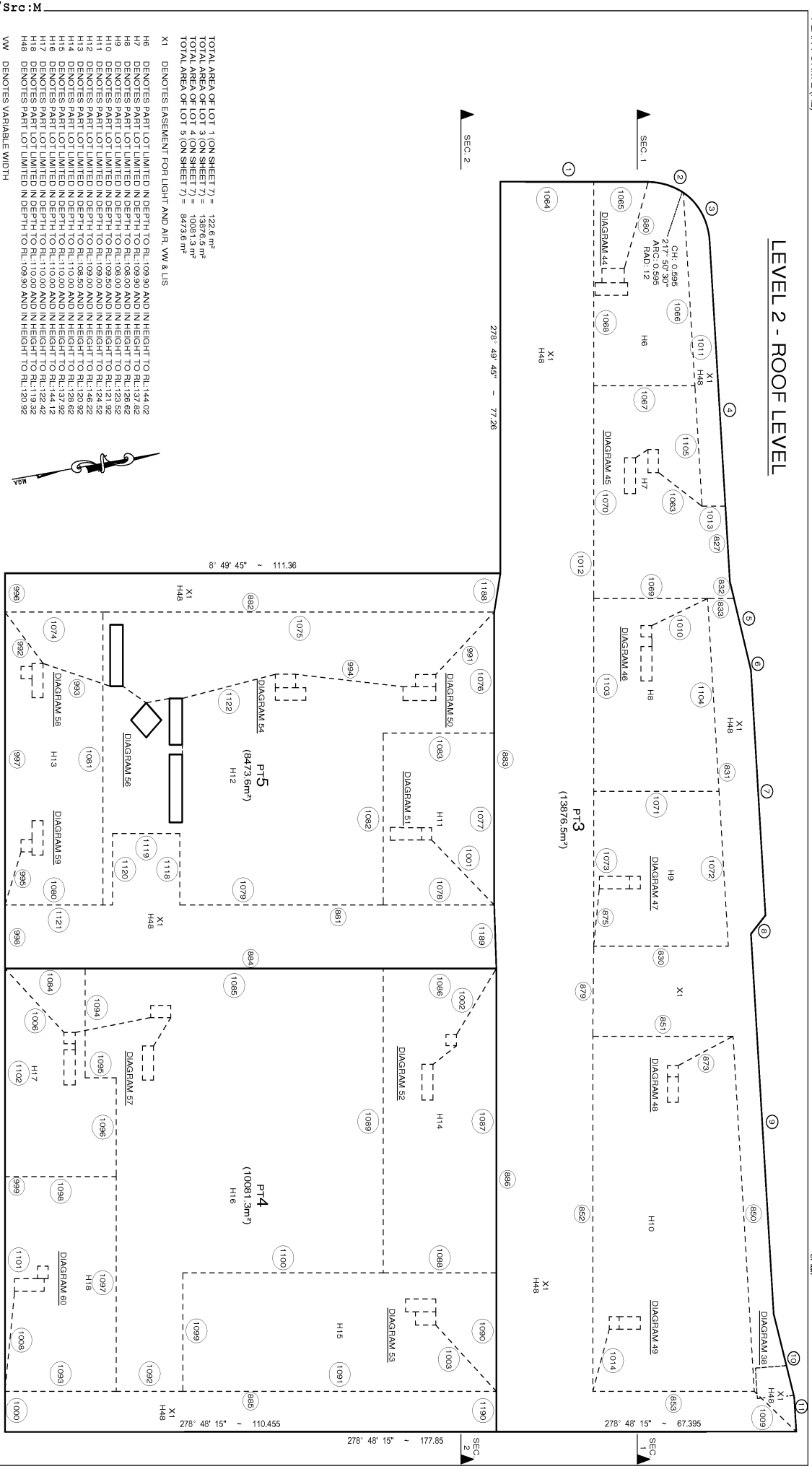
LGA: SUTHERLAND SHIRE
LOCALITY: KIRRAWEE
SUBDIVISION No: SubCert 18/0061
Lengths are in metres. Reduction Ratio 1:500

REGISTERED: 9.08.2018

DP1215830

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LEVEL 2 - ROOF LEVEL



TOTAL AREA OF LOT 1 (ON SHEET 7) = 122.6 m²
TOTAL AREA OF LOT 3 (ON SHEET 7) = 13876.5 m²
TOTAL AREA OF LOT 4 (ON SHEET 7) = 10081.3 m²
TOTAL AREA OF LOT 5 (ON SHEET 7) = 8473.6 m²

X1 DENOTES EASEMENT FOR LIGHT AND AIR, VW & LIS

H6 DENOTES PART LOT LIMITED IN DEPTH TO RL:109.90 AND IN HEIGHT TO RL:144.02
H7 DENOTES PART LOT LIMITED IN DEPTH TO RL:109.90 AND IN HEIGHT TO RL:137.82
H8 DENOTES PART LOT LIMITED IN DEPTH TO RL:108.00 AND IN HEIGHT TO RL:126.62
H9 DENOTES PART LOT LIMITED IN DEPTH TO RL:108.00 AND IN HEIGHT TO RL:123.52
H10 DENOTES PART LOT LIMITED IN DEPTH TO RL:109.50 AND IN HEIGHT TO RL:121.92
H11 DENOTES PART LOT LIMITED IN DEPTH TO RL:109.00 AND IN HEIGHT TO RL:124.52
H12 DENOTES PART LOT LIMITED IN DEPTH TO RL:109.00 AND IN HEIGHT TO RL:146.22
H13 DENOTES PART LOT LIMITED IN DEPTH TO RL:108.50 AND IN HEIGHT TO RL:120.92
H14 DENOTES PART LOT LIMITED IN DEPTH TO RL:110.00 AND IN HEIGHT TO RL:128.62
H15 DENOTES PART LOT LIMITED IN DEPTH TO RL:110.00 AND IN HEIGHT TO RL:137.92
H16 DENOTES PART LOT LIMITED IN DEPTH TO RL:110.00 AND IN HEIGHT TO RL:144.12
H17 DENOTES PART LOT LIMITED IN DEPTH TO RL:110.00 AND IN HEIGHT TO RL:122.42
H18 DENOTES PART LOT LIMITED IN DEPTH TO RL:110.00 AND IN HEIGHT TO RL:119.32
H48 DENOTES PART LOT LIMITED IN DEPTH TO RL:109.90 AND IN HEIGHT TO RL:120.92

VW DENOTES VARIABLE WIDTH
LIS DENOTES LIMITED IN STRATUM

EASEMENTS SHOWN WITHIN LEVEL 2 - ROOF (ON THIS SHEET)ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF LEVEL 2 - ROOF (ON THIS SHEET) UNLESS STATED OTHERWISE

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE

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

SURVEYOR: JOHN WALTON
DATE OF SURVEY: 26-03-2018
SURVEYOR's REF: 2750-15DP

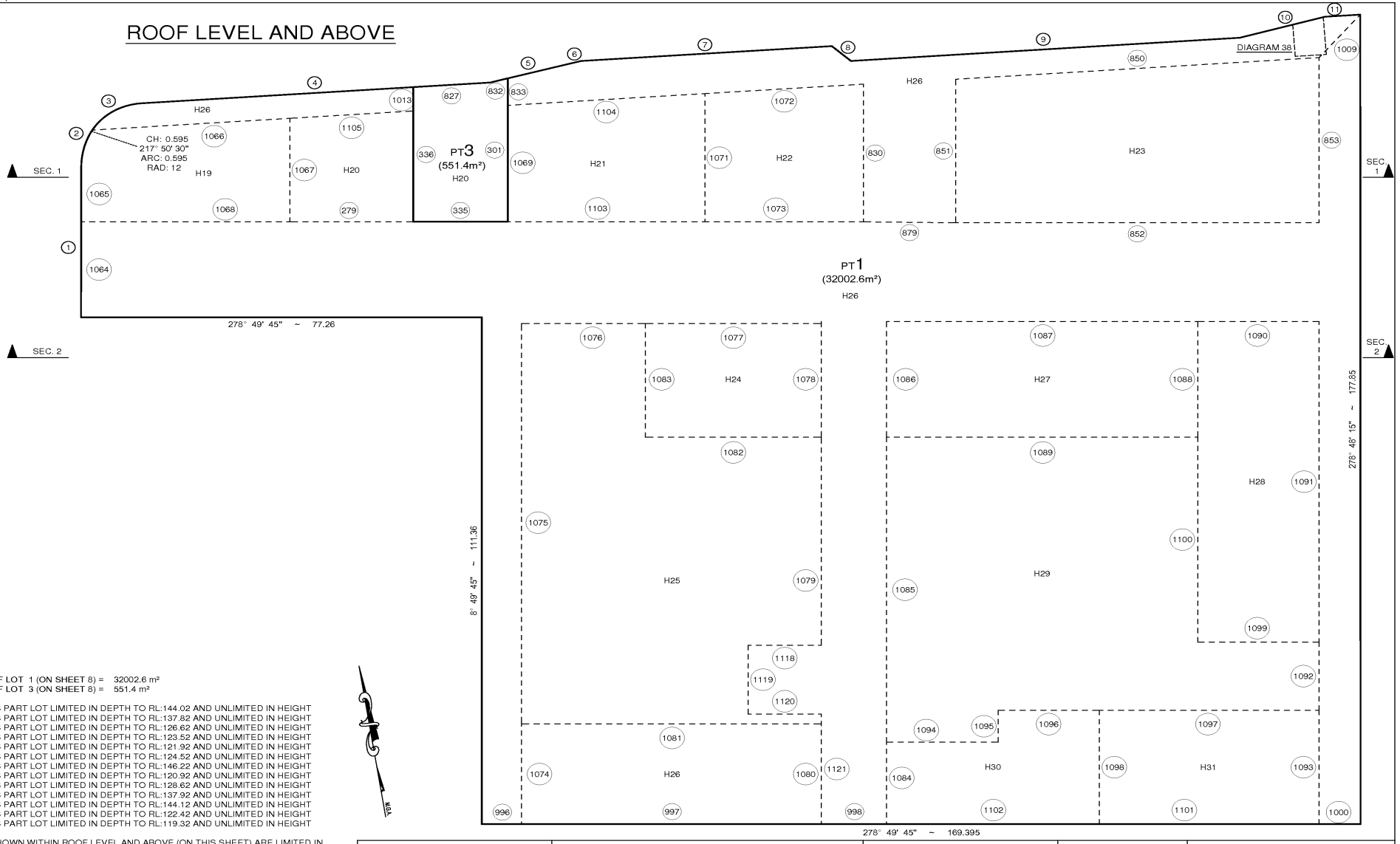
PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968

LGA: SUTHERLAND SHIRE
LOCALITY: KIRRAWEE
SUBDIVISION No: SubCert 18/0061
Lengths are in metres. Reduction Ratio 1:500

REGISTERED: 9.08.2018

DP1215830

ROOF LEVEL AND ABOVE



TOTAL AREA OF LOT 1 (ON SHEET 8) = 32002.6 m²
TOTAL AREA OF LOT 3 (ON SHEET 8) = 551.4 m²

H19 DENOTES PART LOT LIMITED IN DEPTH TO RL:144.02 AND UNLIMITED IN HEIGHT
H20 DENOTES PART LOT LIMITED IN DEPTH TO RL:137.82 AND UNLIMITED IN HEIGHT
H21 DENOTES PART LOT LIMITED IN DEPTH TO RL:126.62 AND UNLIMITED IN HEIGHT
H22 DENOTES PART LOT LIMITED IN DEPTH TO RL:123.52 AND UNLIMITED IN HEIGHT
H23 DENOTES PART LOT LIMITED IN DEPTH TO RL:121.92 AND UNLIMITED IN HEIGHT
H24 DENOTES PART LOT LIMITED IN DEPTH TO RL:124.52 AND UNLIMITED IN HEIGHT
H25 DENOTES PART LOT LIMITED IN DEPTH TO RL:146.22 AND UNLIMITED IN HEIGHT
H26 DENOTES PART LOT LIMITED IN DEPTH TO RL:120.92 AND UNLIMITED IN HEIGHT
H27 DENOTES PART LOT LIMITED IN DEPTH TO RL:128.62 AND UNLIMITED IN HEIGHT
H28 DENOTES PART LOT LIMITED IN DEPTH TO RL:137.92 AND UNLIMITED IN HEIGHT
H29 DENOTES PART LOT LIMITED IN DEPTH TO RL:144.12 AND UNLIMITED IN HEIGHT
H30 DENOTES PART LOT LIMITED IN DEPTH TO RL:122.42 AND UNLIMITED IN HEIGHT
H31 DENOTES PART LOT LIMITED IN DEPTH TO RL:119.32 AND UNLIMITED IN HEIGHT

EASEMENTS SHOWN WITHIN ROOF LEVEL AND ABOVE (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF ROOF LEVEL AND ABOVE (ON THIS SHEET) UNLESS STATED OTHERWISE

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE

SURVEYOR: JOHN WALTON DATE OF SURVEY: 26-03-2018 SURVEYOR's REF: 2750-15DP	PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968	LGA: SUTHERLAND SHIRE LOCALITY: KIRRAWEE SUBDIVISION No: SubCert 18/0061 Lengths are in metres. Reduction Ratio 1:500	REGISTERED: 9.08.2018	DP1215830

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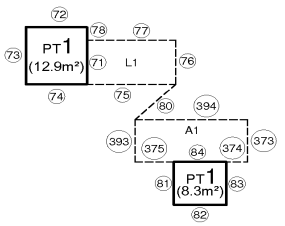


DIAGRAM 1
(BASEMENT 2 - SHEET 3)
SCALE 1:200

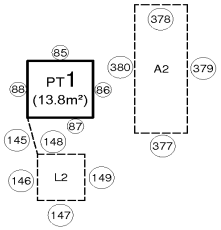


DIAGRAM 2
(BASEMENT 2 - SHEET 3)
SCALE 1:200

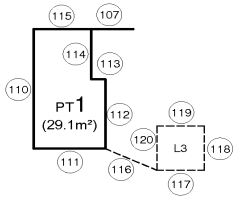


DIAGRAM 3
(BASEMENT 2 - SHEET 3)
SCALE 1:200

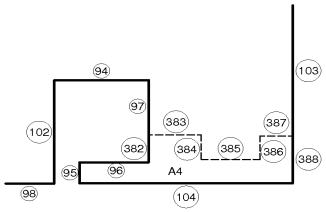


DIAGRAM 4
(BASEMENT 2 - SHEET 3)
SCALE 1:200

A1 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A2 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A4 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A5 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A7 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A8 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A9 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A10 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A13 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS

C3 DENOTES RIGHT OF CARRIAGEWAY, VW & LIS
C4 DENOTES RIGHT OF CARRIAGEWAY, VW & LIMITED IN DEPTH TO AN INCLINED PLANE WITH RL'S SHOWN

F1 DENOTES RIGHT OF FOOT WAY, VW & LIS
F2 DENOTES RIGHT OF FOOT WAY, VW & LIS

L1 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L2 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L3 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS

VW DENOTES VARIABLE WIDTH
LIS DENOTES LIMITED IN STRATUM

EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THEIR RESPECTIVE LEVELS UNLESS STATED OTHERWISE

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE

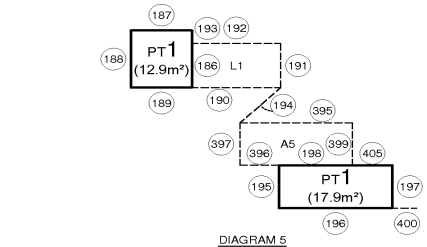


DIAGRAM 5
(BASEMENT 1 - SHEET 4)
SCALE 1:200

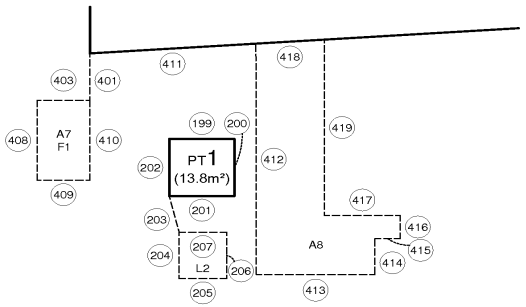


DIAGRAM 6
(BASEMENT 1 - SHEET 4)
SCALE 1:200

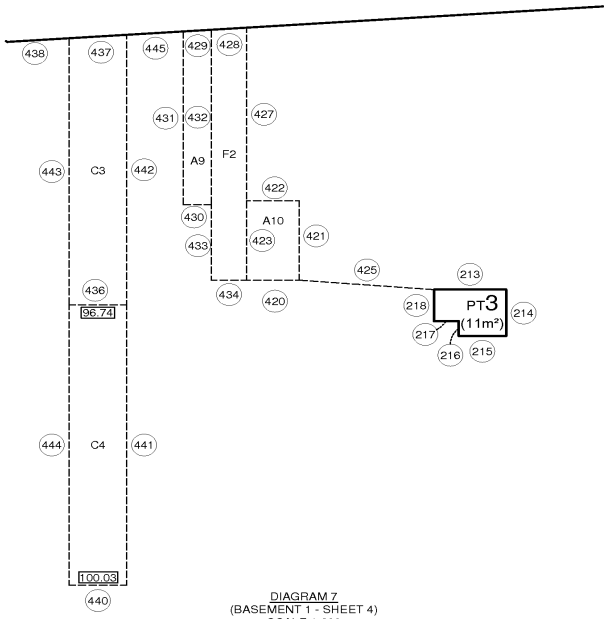


DIAGRAM 7
(BASEMENT 1 - SHEET 4)
SCALE 1:200

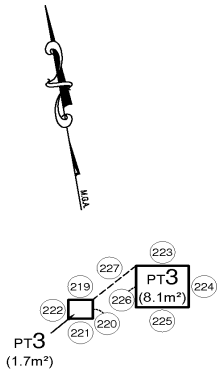


DIAGRAM 8
(BASEMENT 1 - SHEET 4)
SCALE 1:200

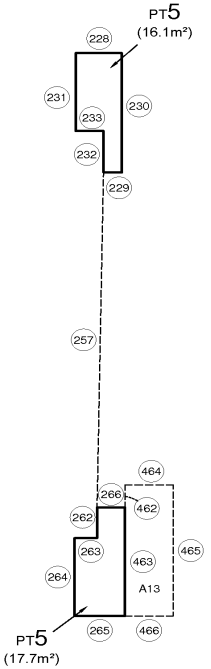


DIAGRAM 9
(BASEMENT 1 - SHEET 4)
SCALE 1:200

SURVEYOR: JOHN WALTON DATE OF SURVEY: 26-03-2018 SURVEYOR's REF: 2750-15DP	PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968	LGA: SUTHERLAND SHIRE LOCALITY: KIRRAWEE SUBDIVISION No: SubCert 18/0061 Lengths are in metres. Reduction Ratio 1:500	REGISTERED: 9.08.2018	DP1215830

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

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Ref:1903453 /Src:M

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Ref:1903453 /Src:M

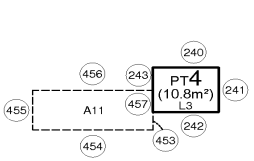


DIAGRAM 10
(BASEMENT 1 - SHEET 4)
SCALE 1:200

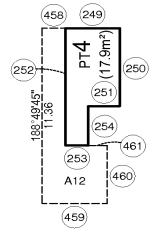


DIAGRAM 11
(BASEMENT 1 - SHEET 4)
SCALE 1:200

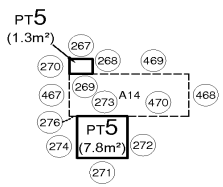


DIAGRAM 12
(BASEMENT 1 - SHEET 4)
SCALE 1:200

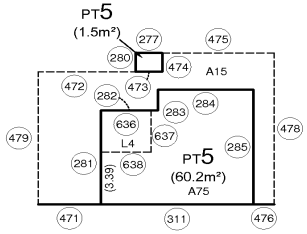


DIAGRAM 13
(BASEMENT 1 - SHEET 4)
SCALE 1:200

A1 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A11 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A12 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A14 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A15 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A16 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A17 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A18 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A19 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A20 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A21 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A22 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A23 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A75 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A76 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A77 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A79 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS

L1 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L2 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L3 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L4 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L5 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L6 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L7 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L8 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS

K1 DENOTES EASEMENT FOR ACCESS FOR RECREATONAL USE AND MAINTENANCE AND REPAIR, VW & LIS

F1 DENOTES RIGHT OF FOOT WAY, VW & LIS

VW DENOTES VARIABLE WIDTH

LIS DENOTES LIMITED IN STRATUM

EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THEIR RESPECTIVE LEVELS UNLESS STATED OTHERWISE

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE

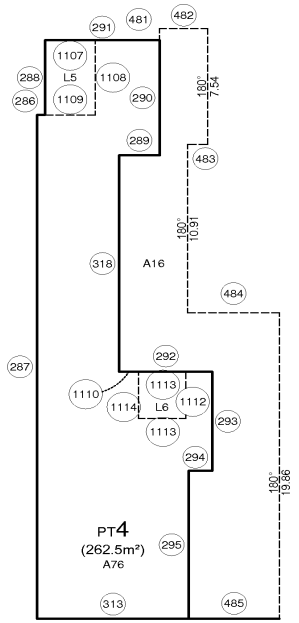


DIAGRAM 14
(BASEMENT 1 - SHEET 4)
SCALE 1:200

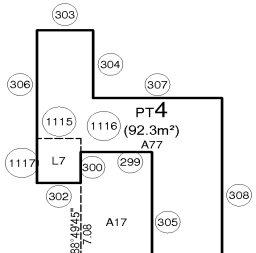


DIAGRAM 15
(BASEMENT 1 - SHEET 4)
SCALE 1:200

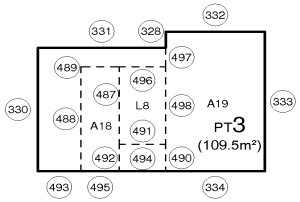


DIAGRAM 16
(GROUND - SHEET 5)
SCALE 1:200

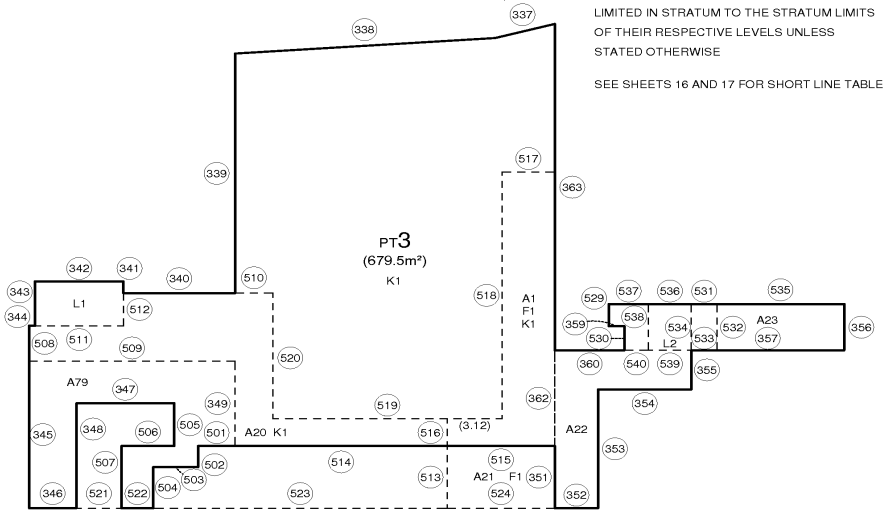


DIAGRAM 17
(GROUND - SHEET 5)
SCALE 1:200

SURVEYOR: JOHN WALTON DATE OF SURVEY: 26-03-2018 SURVEYOR's REF: 2750-15DP	PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968	LGA: SUTHERLAND SHIRE LOCALITY: KIRRAWEE SUBDIVISION No: SubCert 18/0061 Lengths are in metres. Reduction Ratio 1:500	REGISTERED: 9.08.2018	DP1215830

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

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Req:R384483 /Doc:DP 1215830 P /Rev:09-Aug-2018 /Sts:SC.OK /Pgs:ALL /Prt:16-May-2019 12:15 /Seq:11 of 21
Ref:1903453 /Src:M

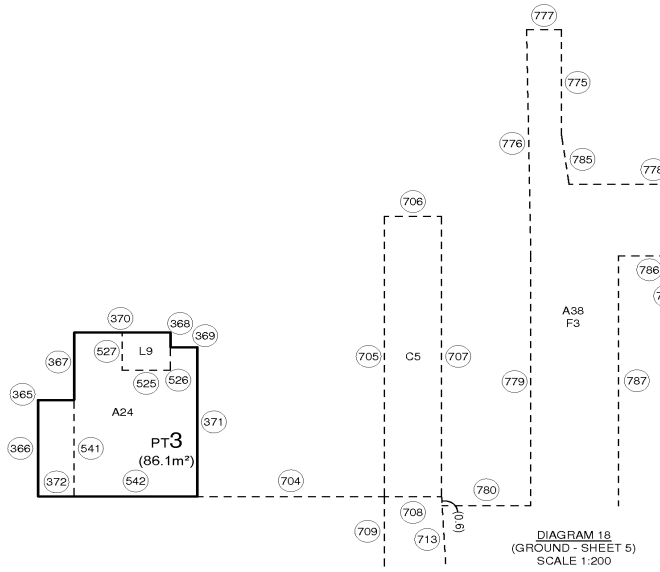


DIAGRAM 18
(GROUND - SHEET 5)
SCALE 1:200

DIAGRAM 19
(GROUND - SHEET 5)
SCALE 1:200

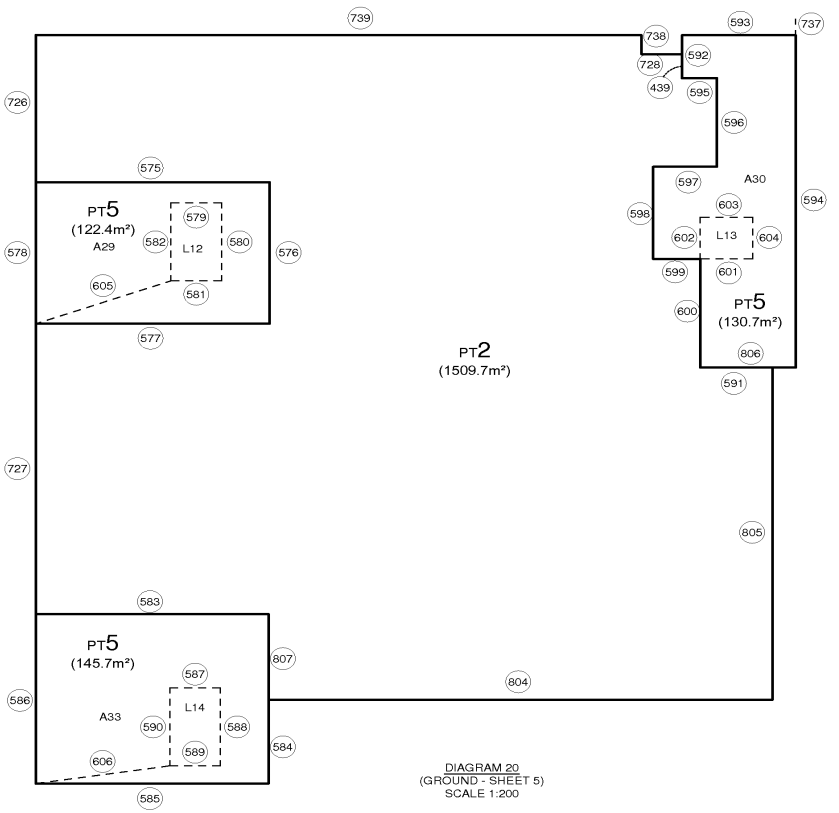


DIAGRAM 20
(GROUND - SHEET 5)
SCALE 1:200

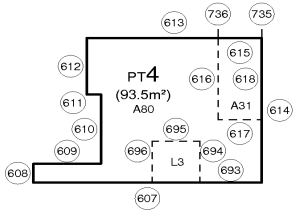


DIAGRAM 21
(GROUND - SHEET 5)
SCALE 1:200

A24 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A25 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A26 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A27 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A28 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A29 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A30 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A31 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A33 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A38 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A80 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS

C5 DENOTES RIGHT OF CARRIAGEWAY, VW & LIS

F3 DENOTES RIGHT OF FOOT WAY, VW & LIS

L3 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L9 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L10 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L11 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L12 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L13 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L14 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS

VW DENOTES VARIABLE WIDTH
LIS DENOTES LIMITED IN STRATUM

EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THEIR RESPECTIVE LEVELS UNLESS STATED OTHERWISE

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE

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

SURVEYOR: JOHN WALTON DATE OF SURVEY: 26-03-2018 SURVEYOR's REF: 2750-15DP	PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968	LGA: SUTHERLAND SHIRE LOCALITY: KIRRAWEE SUBDIVISION No: SubCert 18/0061 Lengths are in metres. Reduction Ratio 1:500	REGISTERED: 9.08.2018	DP1215830

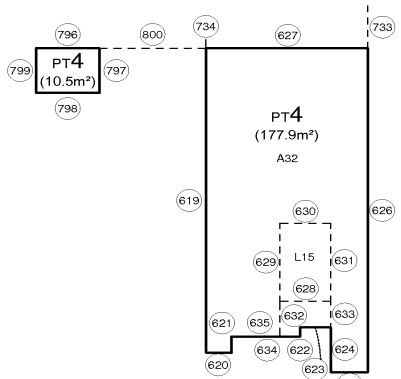


DIAGRAM 22
(GROUND - SHEET 5)
SCALE 1:200

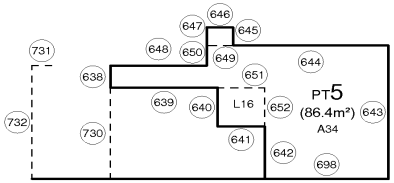


DIAGRAM 23
(GROUND - SHEET 5)
SCALE 1:200

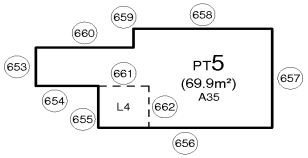


DIAGRAM 24
(GROUND - SHEET 5)
SCALE 1:200

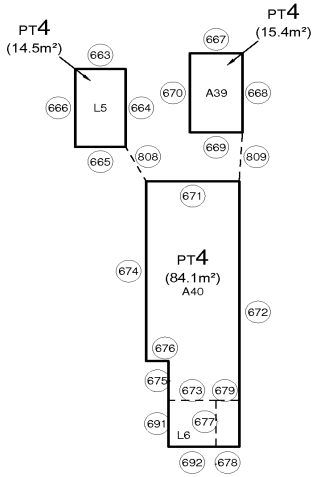


DIAGRAM 25
(GROUND - SHEET 5)
SCALE 1:200

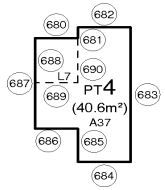


DIAGRAM 26
(GROUND - SHEET 5)
SCALE 1:200

A32 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A34 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A35 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A37 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A39 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A40 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A43 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A44 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A45 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A46 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A47 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS

L1 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L2 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L4 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L5 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L6 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L7 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L8 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L9 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L10 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L15 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L16 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS

H32 DENOTES PART LOT LIMITED IN DEPTH TO RL:105.90 AND IN HEIGHT TO RL:109.90

VW DENOTES VARIABLE WIDTH
LIS DENOTES LIMITED IN STRATUM

EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THEIR RESPECTIVE LEVELS UNLESS STATED OTHERWISE

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE

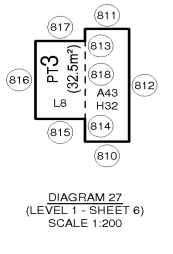


DIAGRAM 27
(LEVEL 1 - SHEET 6)
SCALE 1:200

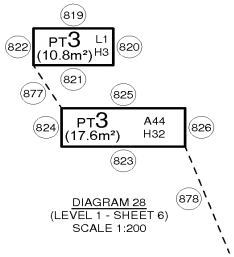


DIAGRAM 28
(LEVEL 1 - SHEET 6)
SCALE 1:200

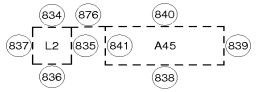


DIAGRAM 29
(LEVEL 1 - SHEET 6)
SCALE 1:200

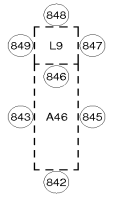


DIAGRAM 30
(LEVEL 1 - SHEET 6)
SCALE 1:200

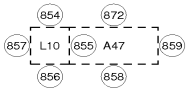


DIAGRAM 31
(LEVEL 1 - SHEET 6)
SCALE 1:200

SURVEYOR: JOHN WALTON DATE OF SURVEY: 26-03-2018 SURVEYOR's REF: 2750-15DP	PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968	LGA: SUTHERLAND SHIRE LOCALITY: KIRRAWEE SUBDIVISION No: SubCert 18/0061 Lengths are in metres. Reduction Ratio 1:500	REGISTERED: 9.08.2018	DP1215830

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

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Req:R384483 /Doc:DP 1215830 P /Rev:09-Aug-2018 /Sts:SC.OK /Pgs:ALL /Prt:16-May-2019 12:15 /Seq:12 of 21
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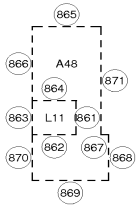


DIAGRAM 32
(LEVEL 1 - SHEET 6)
SCALE 1:200

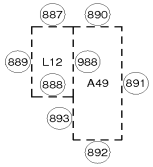


DIAGRAM 33
(LEVEL 1 - SHEET 6)
SCALE 1:200

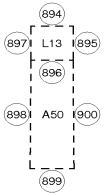


DIAGRAM 34
(LEVEL 1 - SHEET 6)
SCALE 1:200

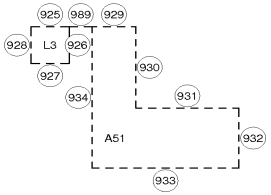


DIAGRAM 35
(LEVEL 1 - SHEET 6)
SCALE 1:200

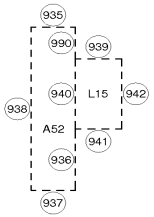


DIAGRAM 36
(LEVEL 1 - SHEET 6)
SCALE 1:200

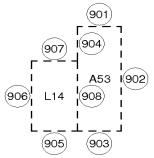


DIAGRAM 37
(LEVEL 1 - SHEET 6)
SCALE 1:200

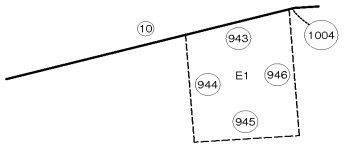


DIAGRAM 38
(ALL LEVELS - SHEETS 2-8)
SCALE 1:200

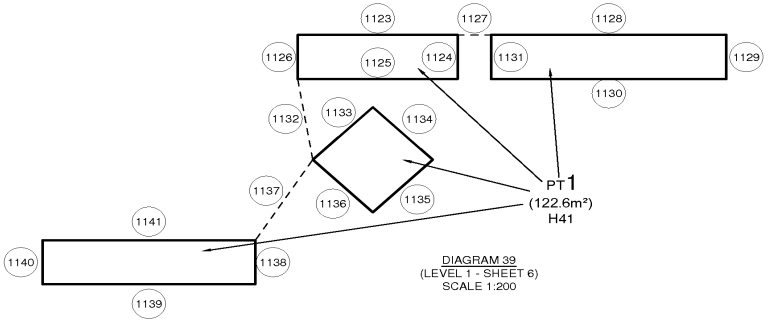


DIAGRAM 39
(LEVEL 1 - SHEET 6)
SCALE 1:200

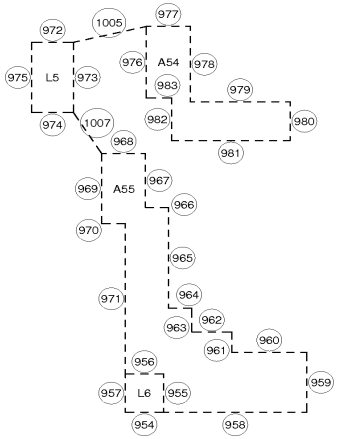


DIAGRAM 40
(LEVEL 1 - SHEET 6)
SCALE 1:200

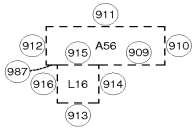


DIAGRAM 41
(LEVEL 1 - SHEET 6)
SCALE 1:200

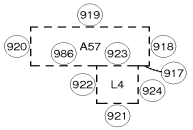


DIAGRAM 42
(LEVEL 1 - SHEET 6)
SCALE 1:200

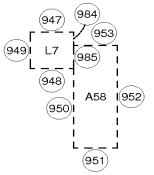


DIAGRAM 43
(LEVEL 1 - SHEET 6)
SCALE 1:200

A48 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A49 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A50 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A51 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A52 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A53 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A54 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A55 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A56 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A57 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A58 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS

E1 DENOTES EASEMENT FOR ELECTRICITY AND OTHER PURPOSES, 6 WIDE AND VARIABLE (VIDE AN229883)

L3 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L4 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L5 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L6 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L7 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L11 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L12 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L13 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L14 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L15 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L16 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS

H41 DENOTES PART LOT LIMITED IN DEPTH TO RL:105.90 AND IN HEIGHT TO RL:109.00

VW DENOTES VARIABLE WIDTH
LIS DENOTES LIMITED IN STRATUM

EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THEIR RESPECTIVE LEVELS UNLESS STATED OTHERWISE

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE

SURVEYOR: JOHN WALTON DATE OF SURVEY: 26-03-2018 SURVEYOR's REF: 2750-15DP	PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968	LGA: SUTHERLAND SHIRE LOCALITY: KIRRAWEE SUBDIVISION No: SubCert 18/0061 Lengths are in metres. Reduction Ratio 1:500	REGISTERED: 9.08.2018	DP1215830

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

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Req:R384483 /Doc:DP 1215830 P /Rev:09-Aug-2018 /Sts:SC.OK /Pgs:ALL /Prt:16-May-2019 12:15 /Seq:13 of 21
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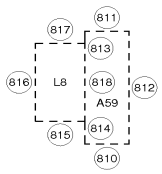


DIAGRAM 44
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

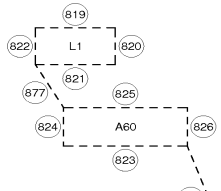


DIAGRAM 45
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

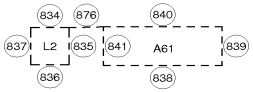


DIAGRAM 46
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

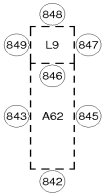


DIAGRAM 47
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

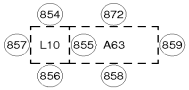


DIAGRAM 48
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

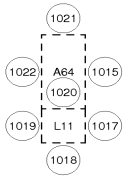


DIAGRAM 49
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

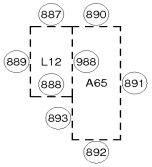


DIAGRAM 50
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

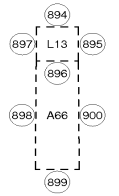


DIAGRAM 51
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

A3 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A59 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A60 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A61 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A62 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A63 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A64 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A65 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A66 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A67 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A68 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A69 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A70 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A71 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A72 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A73 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A74 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS
A81 DENOTES EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VW & LIS

L1 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L2 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L3 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L4 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L5 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L6 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L7 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L8 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L9 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L10 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L11 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L12 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L13 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L14 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L15 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS
L16 DENOTES EASEMENT FOR LIFT ACCESS, VW & LIS

CW DENOTES EASEMENT FOR CAR WASH BAY, VW & LIS

VW DENOTES VARIABLE WIDTH
LIS DENOTES LIMITED IN STRATUM

EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THEIR RESPECTIVE LEVELS UNLESS STATED OTHERWISE

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE



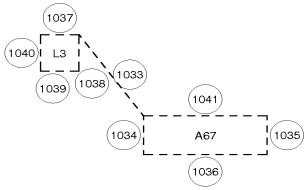


DIAGRAM 52
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

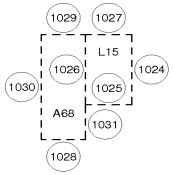


DIAGRAM 53
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

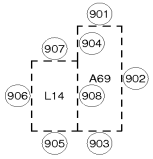


DIAGRAM 54
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

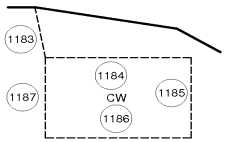


DIAGRAM 55
(BASEMENT 2 - SHEET 3)
SCALE 1:200

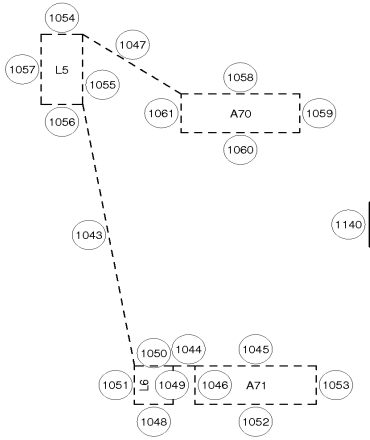


DIAGRAM 57
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

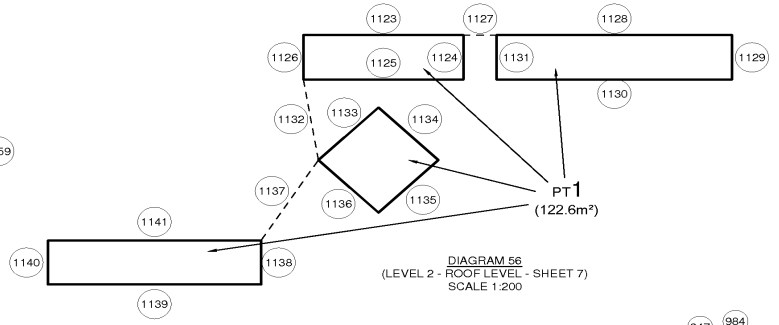


DIAGRAM 56
(LEVEL 2 - ROOF LEVEL - SHEET 7)
SCALE 1:200

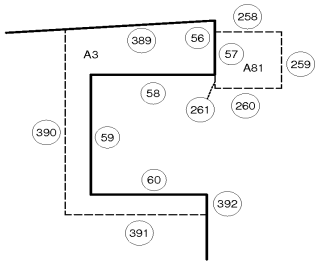


DIAGRAM 61
(BASEMENT 2 - SHEET 3)
SCALE 1:200

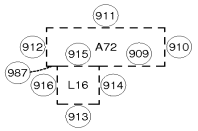


DIAGRAM 58
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

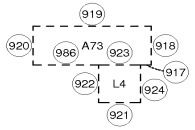


DIAGRAM 59
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

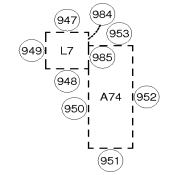


DIAGRAM 60
(LEVEL 2 - ROOF - SHEET 7)
SCALE 1:200

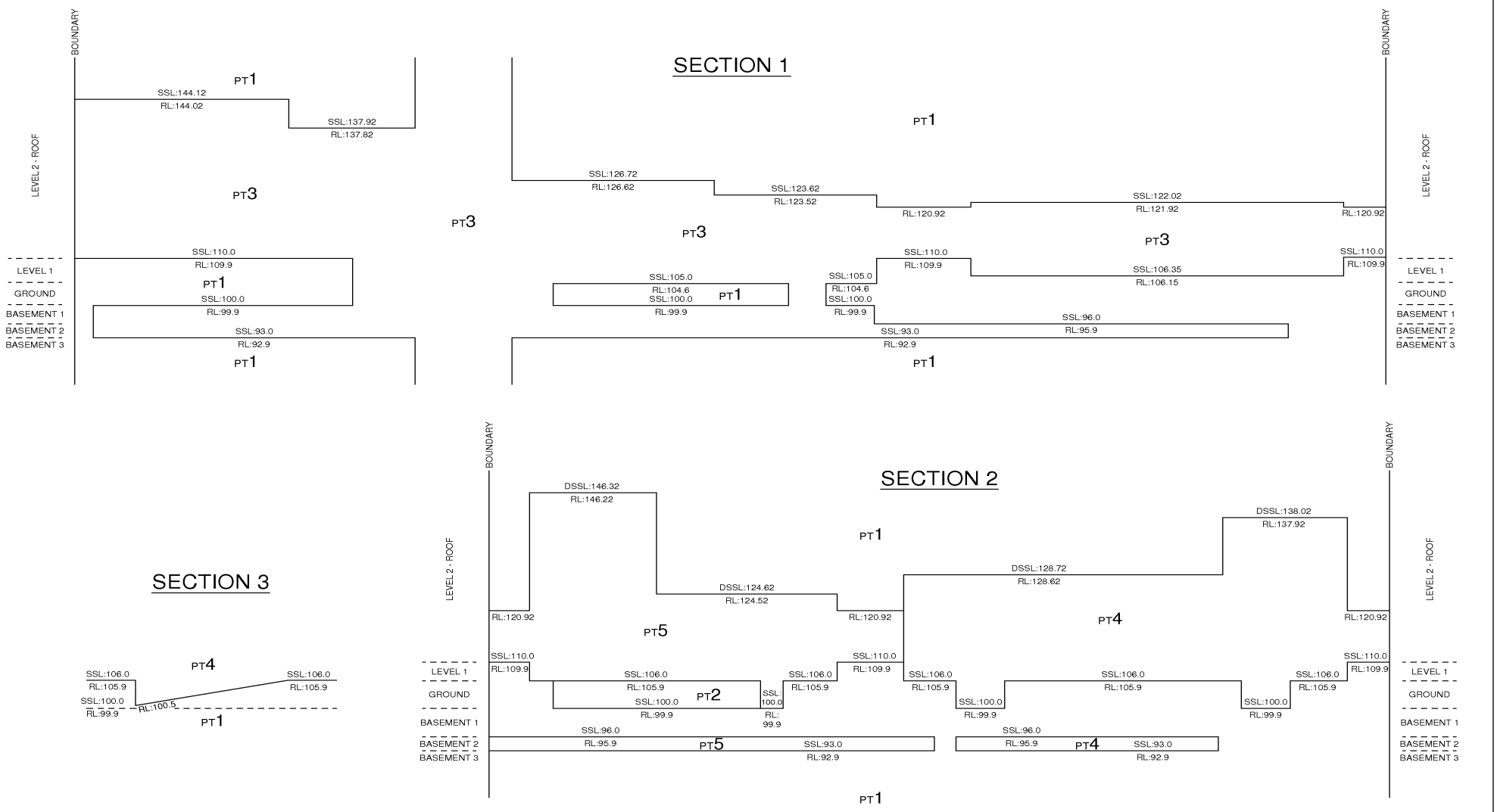
10	20	30	40	50	Table of mm	80	90	100	110	120	130	140	150

SURVEYOR: JOHN WALTON DATE OF SURVEY: 26-03-2018 SURVEYOR's REF: 2750-15DP	PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968	LGA: SUTHERLAND SHIRE LOCALITY: KIRRAWEE SUBDIVISION No: SubCert 18/0061 Lengths are in metres. Reduction Ratio 1:500	REGISTERED: 9.08.2018	DP1215830

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Req:R384483 /Doc:DP 1215830 P /Rev:09-Aug-2018 /Sts:SC.OK /Pgs:ALL /Prt:16-May-2019 12:15 /Seq:15 of 21
Ref:1903453 /Src:M



RL DENOTES REDUCED LEVEL (STRATUM LIMIT)
SSL DENOTES STRUCTURAL SURFACE LEVEL (PLANE OF TOP OF UPPER SURFACE OF CONCRETE SLAB)
DSSL DENOTES DESIGNED STRUCTURAL SURFACE LEVEL (PLANE OF TOP OF DESIGNED UPPER SURFACE OF CONCRETE SLAB)

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

SURVEYOR: JOHN WALTON DATE OF SURVEY: 26-03-2018 SURVEYOR's REF: 2750-15DP	PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968	LGA: SUTHERLAND SHIRE LOCALITY: KIRRAWEE SUBDIVISION No: SubCert 18/0061 Lengths are in metres. Reduction Ratio 1:500	REGISTERED: 9.08.2018	DP1215830

SHORT LINE TABLE

No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.
1	8°54'30"	33.21		66	188°49'45"	5.21		131	188°49'45"	4.565		196	98°49'45"	6.46	SW	261	8°49'45"	0.865	WW	326	278°49'45"	8.215		391	98°49'45"	8.06		456	98°49'45"	6.85		521	278°49'45"	2.59	
~~2~~				67	278°49'45"	63.67	NLC	132	278°49'45"	10.595		197	8°49'45"	2.775	EW	262	188°49'45"	1.995	WW	327	98°49'45"	25.195		392	8°49'45"	1.295		457	188°49'45"	1.4	WW	522	278°49'45"	1.8	SW
~~3~~				68	188°49'45"	0.625		133	188°49'45"	1.64	EW	198	278°49'45"	4.2	NW	263	278°49'45"	1.285	SW	328	8°49'45"	1.05	WW	393	188°49'45"	2.75		458	278°49'45"	1.345		523	98°49'45"	16.74	
4	94°56'35"	67.305		69	278°49'45"	25.735		134	278°49'45"	31.3		199	98°49'45"	3.72	NW	264	188°49'45"	5.05	WW	329	98°49'45"	12.405		394	98°49'45"	6.405		459	98°49'45"	3.705		524	98°49'45"	6.13	
5	83°44'35"	16.95		70	278°49'45"	73.93		135	278°49'45"	5.88	SW	200	188°49'45"	3.7	EW	265	98°49'45"	2.875	SW	330	8°49'45"	8	WW	395	98°49'45"	6.405		460	8°49'45"	3.76		525	98°49'45"	2.75	
~~6~~				71	8°49'45"	2.875	EW	136	8°49'45"	2.415	WW	201	278°49'45"	3.72	SW	266	278°49'45"	1.59	NW	331	98°49'45"	7.3	NW	396	98°49'45"	2.21		461	278°49'45"	1.07		526	8°49'45"	1.49	
7	94°56'45"	48.41		72	278°49'45"	3.475	NW	137	278°49'45"	3.67	SW	202	8°49'45"	3.7	WW	267	98°49'45"	1.325	NW	332	98°49'45"	5.65	NW	397	188°49'45"	2.75		462	8°49'45"	1.445		527	8°49'45"	2.45	
8	140°20'00"	4.92		73	188°49'45"	3.71	WW	138	188°49'45"	0.78	EW	203	175°22'30"	2.43		268	188°49'45"	0.97	EW	333	188°49'45"	9.05	EW	~~398~~				463	8°49'45"	7.045	EW	528	98°49'45"	47.53	
9	94°56'45"	75.12		74	98°49'45"	3.475	SW	139	188°49'45"	1.64	EW	204	188°49'45"	3		269	278°49'45"	1.325	NW	334	278°49'45"	5.65	SW	399	188°49'45"	2.75		464	98°49'45"	2.75		529	98°49'45"	0.89	WW
10	83°05'45"	17.06		75	98°49'45"	5.045		140	188°49'45"	3.39	WW	205	98°49'45"	2.7		270	8°49'45"	0.97	EW	335	278°49'45"	18.21		400	98°49'45"	1.4		465	188°49'45"	8.49		530	188°49'45"	1.56	WW
11	274°56'45"	6.82		76	8°49'45"	2.875		141	278°49'45"	9.215	SW	206	8°49'45"	3		271	98°49'45"	2.875	SW	336	8°49'45"	29.595		401	8°49'45"	3.04		466	278°49'45"	2.75		531	98°49'45"	1.45	NW
12	263°44'35"	3.515		77	278°49'45"	5.045		142	278°49'45"	21.27	SW	207	278°49'45"	2.7		272	8°49'45"	2.7	EW	337	263°44'35"	3.515		402	8°49'45"	14.3		467	8°49'45"	2.75		532	188°49'45"	3	
13	274°56'35"	14.85		78	8°49'45"	0.835		143	278°49'45"	93.25		208	319°17'00"	7.69		273	278°49'45"	2.875	NW	338	274°56'35"	14.85		403	98°49'45"	3.01		468	8°49'45"	2.75		533	278°49'45"	1.45	SW
14	188°49'45"	25.4		79	212°06'05"	16.095		144	278°49'45"	18.15		209	278°49'45"	3.1	SW	274	188°49'45"	2.7	WW	339	188°49'45"	15.55	EW	404	8°49'45"	22.7		469	278°49'50"	5.485		534	8°49'45"	3	
15	98°49'45"	18.21		80	234°06'40"	3.25		145	175°22'30"	2.43		210	8°49'45"	3.2	WW	275	88°15'05"	18.465		340	278°49'45"	6.36	NW	405	98°49'45"	2.26	NW	470	278°49'45"	3.5		535	98°49'45"	7.25	NW
16	8°49'45"	27.32		81	188°49'45"	2.775	WW	146	188°49'45"	3		211	98°49'45"	3.1	NW	276	278°49'45"	0.435		341	8°49'45"	0.76	EW	406	94°55'00"	11.3		471	278°49'45"	3.56		536	278°49'45"	2.45	NW
17	212°06'05"	16.095		82	98°49'45"	2.995	SW	147	98°49'45"	2.7		212	188°49'45"	3.2	EW	277	98°49'45"	1.515	NW	342	278°49'45"	5.045	NW	407	51°46'35"	3.71		472	98°49'45"	5.545		537	278°49'45"	2.25	NW
18	278°49'45"	5.045	NW	83	8°49'45"	2.775	EW	148	278°49'45"	2.7		213	98°49'45"	4.11	NW	278	188°49'45"	9.16		343	188°49'45"	2.875	WW	408	188°49'45"	5.2		473	98°49'45"	1.515	NW	538	188°49'45"	3	
19	188°49'45"	2.875	WW	84	278°49'45"	2.995	NW	149	8°49'45"	3		214	188°49'45"	3	EW	279	278°49'45"	23.76		344	278°49'45"	0.335	SW	409	98°49'45"	3.01		474	8°49'45"	1.22	EW	539	98°49'45"	2.45	
20	98°49'45"	5.045	SW	85	98°49'45"	3.72	NW	150	278°49'45"	11.05		215	278°49'45"	2.7	SW	280	8°49'45"	1.22	WW	345	188°49'45"	9.55	WW	410	8°49'45"	5.2		475	98°49'45"	6.385		540	278°49'45"	1.36	
21	8°49'45"	2.875	EW	86	188°49'45"	3.7	EW	151	188°49'45"	5.215		216	8°49'45"	0.96	WW	281	8°49'45"	6.09	WW	346	98°49'45"	2.69	SW	411	95°00'05"	9.48		476	278°49'45"	1.2		541	8°49'45"	6.26	
22	173°12'20"	18.875		87	278°49'45"	3.72	SW	152	98°49'45"	92.795		217	278°49'45"	1.41	SW	282	98°49'45"	3.25	NW	347	98°49'45"	5.585	NW	412	188°49'45"	14.99		477	298°42'15"	165.5		542	278°49'45"	7.03	SW
23	188°49'45"	3	WW	88	8°49'45"	3.7	WW	153	8°49'45"	11.64		218	8°49'45"	2.04	WW	283	8°49'45"	1.345	WW	348	8°49'45"	6.8	WW	413	98°49'45"	6.775		478	188°49'45"	9.81		543	98°49'45"	9.45	SW
24	98°49'45"	2.7	SW	89	168°22'50"	12.935		154	98°49'45"	8.19		219	98°49'45"	1.38	NW	284	98°49'45"	5.435	NW	349	188°49'45"	5.525		414	8°49'45"	2.345		479	8°49'45"	8.59		544	188°49'45"	3.85	WW
25	278°49'45"	2.7	NW	90	98°49'45"	9.79		155	188°49'45"	6.43		220	188°49'45"	1.23	EW	285	188°49'45"	7.435	EW	~~350~~				415	98°49'45"	1.45		480	83°05'45"	5.315		545	278°49'45"	4.7	
26	8°49'45"	3	EW	91	108°36'20"	8.2	ENW	156	98°49'45"	5.49		221	278°49'45"	1.38	SW	286	98°49'45"	0.44	NW	351	188°49'45"	4.025	WW	416	8°49'45"	1.505		481	8°49'45"	0.77		546	278°49'45"	2.45	
27	356°04'45"	94.355		92	188°49'45"	12.76	EW	157	188°49'45"	4.61		222	8°49'45"	1.23	WW	287	8°49'45"	32.7	EW	352	98°49'45"	2.465	SW	417	278°49'45"	4.32		482	98°49'45"	2.75		547	8°49'45"	2.45	
28	278°49'45"	7.645	SW	93	98°49'45"	11.41	NW	158	188°49'45"	77.8		223	98°49'45"	3	NW	288	8°49'45"	4.84	WW	353	8°49'45"	7.7	EW	418	275°00'05"	3.915		483	278°49'45"	1.16		548	98°49'45"	2.45	
29	8°49'45"	2.935	WW	94	278°49'45"	5.37	NW	159	98°49'45"	17		224	188°49'45"	2.7	EW	289	278°49'45"	2.295	SW	354	98°49'45"	5.32	SW	419	8°49'45"	11.405		484	98°49'45"	5.24		549	188°49'45"	2.45	
30	8°49'45"	8.84	WW	95	8°49'45"	1.35	EW	160	188°49'45"	17.82		225	278°49'45"	3	SW	290	188°49'45"	7.47	WW	355	8°49'45"	2.54	EW	420	98°49'45"	3		485	278°49'45"	5.17		550	278°49'45"	1.01	
31	278°49'45"	25.805	SW	96	98°49'45"	3.94	SW	161	8°49'45"	6.1		226	8°49'45"	2.7	WW	291	98°49'45"	6.53	NW	356	8°49'45"	3	EW	421	8°49'45"	5.15		486	98°49'45"	4.05		551	278°49'45"	1.01	
32	98°49'45"	17.215	NW	97	8°49'45"	3.535	EW	162	98°49'45"	5.7		227	237°00'30"	3.315		292	98°49'45"	5.295	NW	357	98°49'45"	7.25	SW	422	278°49'45"	3		487	8°49'45"	5.05		552	188°49'45"	4.15	
33	108°36'20"	8.2	ENW	98	278°49'45"	2.765	SW	163	188°49'45"	101.51		228	98°49'45"	2.625	NW	293	188°49'45"	6.425	EW	~~358~~				423	188°49'45"	5.15		488	8°49'45"	6.78		553	188°49'45"	4.15	WW
34	188°49'45"	1.39	EW	99	188°49'45"	37.6	EW	164	278°49'45"	16.115		229	278°49'45"	1.04	SW	294	278°49'45"	1.34	SW	359	188°49'45"	1.44	SW	424	115°05'30"	44.76		489	98°49'45"	2.2		554	278°49'45"	4.7	SW
35	130°20'30"	11.645	ENW	100	278°49'45"	4.675	SW	165	98°49'45"	11		230	188°49'45"	7.75	WW	295	188°49'45"	9.605	EW	360	278°49'45"	3.975	SW	425	103°24'40"	7.7		490	8°49'45"	1.73		555	278°49'45"	4.75	SW
36	278°49'45"	1.77	NW	101	8°49'45"	30.935	EW	166	8°49'45"	69.7		231	8°49'45"	5.05	WW	296	8°49'45"	15.68	EW	~~361~~				~~426~~				491	278°49'45"	2.635		556	8°49'45"	4.15	
37	188°49'45"	2.905	EW	102	188°49'45"	6.715	WW	167	278°49'45"	11		232	8°49'45"	2.7	WW	297	188°49'45"	15.68	WW	362	8°49'45"	6.215		427	8°49'45"	11.23		492	188°49'45"	1.73		557	188°49'45"	1.4	WW
38	240°26'25"	10.83		103	188°49'45"	8.5	EW	168	188°49'45"	69.7		233	278°49'45"	1.585	SW	298	98°49'45"	11.69	SW	363	8°49'45"	21.18	WW	428	274°56'45"	1.995		493	278°49'45"	2.465	SW	558	188°49'45"	2.45	
39	278°49'45"	2.7	NW	104	278°49'45"	12.16	SW	169	98°49'45"	3.33		234	134°43'35"	24.37		299	278°49'45"	4.05	NW	364	45°30'20"	10.045		429	274°56'45"	1.625		494	278°49'45"	2.635	SW	559	98°49'45"	1.29	
40	188°49'45"	2.875	WW	105	98°49'45"	4.065	SW	170	8°49'45"	4.7	WW	235	98°49'45"	3.005	NW	300	188°49'45"	2	EW	365	98°49'45"	2.04	SW	430	98°49'45"	1.62		495	278°49'45"	2.2	SW	560	98°49'45"	1.29	
41	98°49'45"	2.7	SW	106	188°49'45"	16.97	EW	171	98°49'45"	56.99		236	188°49'45"	3.75	EW	301	188°49'45"	31.52		366	8°49'45"	6.26	EW	431	188°49'45"	11.235		496	98°49'45"	2.635		561	188°49'45"	2.45	WW
42	8°49'45"	2.875	EW	107	98°49'45"	2.4		172	8°49'45"	8.82	EW	237	278°49'45"	3.005	SW	302	278°49'45"	2.51	SW	367	8°49'45"	4.39	EW	432	8°49'45"	11.345		497	188°49'45"	1.22		562	98°49'45"	2.42	SW
43	98°49'45"	2.9	NW	108	278°49'45"	5.88	NLC	173	278°49'45"	16.98	SW	238	8°49'45"	3.75	WW	303	98°49'45"	3.2	SW	368	188°49'45"	0.96	EW	433	188°49'45"	4.9		498	188°49'45"	5.05		563	188°49'45"	3	WW
44	188°49'45"	5.05	EW	109	188°49'45"	9.16		174	98°49'45"	16.98		239	98°36'00"	27.525		304	188°49'45"	4.4	WW	369	98°49'45"	1.54	NW	434	98°49'45"	1.99		499	188°54'30"	6.135		564	278°49'45"	3.865	SW
45	278°49'45"	2.9	SW	110	188°49'45"	7.755	WW	175	8°49'45"	3.6		240	98°49'45"	3.74	NW	305	8°49'45"	9.08	EW	370	98°49'45"	5.49	NW	~~435~~				500	98°49'45"	26.9		565	8°49'45"	5.45	WW
46	8°49'45"	5.05	WW	111	98°49'45"	4.09	SW	176	188°49'45"	4.445		241	188°49'45"	2.875	EW	306	8°49'45"	9.9	EW	371	188°49'45"	9.69	EW	436	98°49'45"	3.26		501	278°49'45"	2.105	NW	566	278°49'45"	2.75	SW
47	318°17'55"	13.315		112	8°49'45"	4.505	EW	177	98°49'45"	14.41		242	278°49'45"	3.74	SW	307	98°49'45"	7.35	SW	372	278°49'45"	2.04	SW	437	274°56'45"	3.27		502	188°49'45"	1.36	WW	567	278°49'45"	3.865	
48	98°49'45"	3.33		113	278°49'45"	0.805	NW	178	98°49'45"	75.695		243	8°49'45"	1.475	WW	308	188°49'45"	12.58	WW	373	188°49'45"	2.75		438	274°56'45"	3.545		503	278°49'45"	2.555	NW	568	188°49'45"	3	
49	9°08'10"	40.57		114	8°49'45"	3.245	EW	179	8°49'45"	37.805		244	91°56'15"	38.13		309	98°49'45"	3.99		374	278°49'45"	1.2		439	188°49'45"	1.84	WW	504	188°49'45"	2.665	WW	569	98°49'45"	5.17	SW
50	94°56'15"	60.615		115	278°49'45"	3.285	NW	180	275°00'05"	54.95		245	98°49'45"	3.605	NW	310	98°49'45"	48.745		375	278°49'45"	2.21		440	278°49'45"	3.26		505	188°49'45"	2.775	EW	570	278°49'45"	2.75	
51	8°49'45"	5.88		116	124°18'50"	3.255		181	8°49'45"	6.57		246	188°49'45"	2.9	EW	311	98°49'45"	8.685		~~376~~				441	188°49'45"	18.195		506	278°49'45"	2.995	SW	571	8°49'45"	2.45	
52	94°56'35"	14.85		117	98°49'45"	2.7		182	263°44'35"	3.515		247	278°49'45"	3.605	SW	312	98°49'45"	22.385		377	278°49'45"	3		442	8°49'45"	17.515		507	188°49'45"	4.025	WW	572	8°49'45"	5.45	
53	83°44'35"	3.515		118	8°49'45"	2.875		183	274°56'35"	14.85		248	8°49'45"	2.9	WW	313	98°49'45"	8.63		378	98°49'45"	3		443	8°49'45"	17.29		508	188°49'45"	2.285	WW	573	98°49'45"	2	
54	188°49'45"	6.57		119	278°49'45"	2.7		184	274°56'15"	60.615		249	98°49'45"	2.9	NW	314	98°49'45"	13.21		379	188°49'45"	8.33		444	8°49'45"	18.195		509	98°49'45"	11.74		574	278°49'45"	2	SW
55	275°00'05"	146.79		120	188°49'45"	2.875		185	189°08'10"	40.57		250	188°49'45"	5.05	EW	315	98°49'45"	11.69		380	8°49'45"	8.33		445	94°56'45"	3.23		510	278°49'45"	2.125		575	98°49'45"	13.33	NW
56	8°49'45"	3.515	WW	121	188°49'45"	10.12	EW	186	8°49'45"	2.875	EW	251	278°49'45"	1.61	SW	316	98°49'45"	15.855		381	137°28'00"	13.59		446	83°05'45"	1.215		511	98°49'45"	5.045		576	188°49'45"	9.18	EW
57	8°49'45"	3.675	WW	122	98°49'45"	8.375	NW	187	278°49'45"	3.475	NW	252	8°49'45"	7.6	WW	317	98°49'45"	22.225		382	8°49'45"	1.8		447	4°56'30"	8.195		512	188°49'45"	2.115		577	278°49'45"	13.33	SW
58	278°49'45"	7.08	NW	123	130°20'30"	11.645	ENW	188	188°49'45"	3.71	WW	253	98°49'45"	1.285	SW	318	188°49'45"	14.04	EW	383	98°49'45"	3		448	184°56'30"	7.14		513	8°49'45"	4.025		578	8°49'45"	9.18	
59	188°49'45"	7.795	WW	124	188°49'45"	78.41		189	98°49'45"	3.475	SW	254	8°55'45"	2.55	EW	319	32°06'05"	16.095		384	188°49'45"	1.6		449	98°49'45"	2.29		514	98°49'45"	12.08	NW	579	98°49'45"	2.875	
60	98°49'45"	6.61	SW	125	8°49'45"	16.84		190	98°49'45"	5.045		255	93°01'35"	37.485		320	348°22'50"	12.935		385	98°49'45"	3.34		450	188°49'45"	3.675		515	98°49'45"	6.13	NW	580	188°49'45"	5.05	
61	235°52'05"	8.615		126	98°49'45"	5.765	CCL	191	8°49'45"	2.875		256	138°17'55"	13.315		321	8°49'45"	4.87		386	8°49'45"	1.5		451	278°49'45"	3.53		516	8°49'45"	1.785		581	278°49'45"	2.875	
62	188°49'45"	21.16	WW	127	278°49'45"	45.92		192	278°49'45"	5.045		257	189°47'30"	21.73		322	188°49'45"	4.87		387	98°49'45"	1.875		452	8°49'45"	4.395		517	278°49'45"	3.01		582	8°49'45"	5.05	
63	278°49'45"	10.14		128	278°49'45"	12.075		193	8°49'45"	0.835		258	98°49'45"	3.78	SW	323	98°49'45"	25.195		388	188°49'45"	3.05		453	188°49'45"	1.15		518	188°49'45"	16		583	98°49'45"	13.265	NW
64	278°49'45"	23.745		129	8°49'45"	9.595		194	234°06'40"	3.25		259	188°49'45"	3.675	WW	324	278°49'45"	25.195		389	275°00'05"	8.55		454	278°49'45"	6.85		519	278°49'45"	13.075		584	188°49'45"	5.42	
65	188°49'45"	10.245		130	278°49'45"	11.32		195	188°49'45"	2.775	WW	260	278°49'45"	3.78	NW	325	8°49'45"	3.6		390	188°49'45"	12.035		455	8°49'45"	2.55		520	188°49'45"	8.14		585	278°49'45"	13.265	NW

ARC TABLE				
No.	Bearing	Chord	Arc	Radius
2	22°40'10"	7.61	7.685	16
3	65°41'00"	11.73	12.255	12
6	84°27'05"	1.26	1.26	21.5

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

NW DENOTES NORTH FACE OF WALL ON BOUNDARY
EW DENOTES EAST FACE OF WALL ON BOUNDARY
SW DENOTES SOUTH FACE OF WALL ON BOUNDARY
WW DENOTES WEST FACE OF WALL ON BOUNDARY
ENW DENOTES NORTH-EAST FACE OF WALL ON BOUNDARY
NLC DENOTES BOUNDARY THROUGH PROLONGATION OF NORTH FACE OF LINE OF COLUMNS
CCL DENOTES BOUNDARY THROUGH CENTRELINE OF COLUMN

NOTE: WALLS AND COLUMNS ARE CONCRETE

SURVEYOR: JOHN WALTON
DATE OF SURVEY: 26-03-2018
SURVEYOR's REF: 2750-15DP

PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968

LGA: SUTHERLAND SHIRE
LOCALITY: KIRRAWEE
SUBDIVISION No: SubCert 18/0061
Lengths are in metres. Reduction Ratio 1:500

REGISTERED: 9.08.2018

DP1215830

DocuSign Envelope ID: 73FA2D73-53A2-471B-80B0-2B5B71AF0C2B
Req:R384483 /Doc:DP 1215830 P /Rev:09-Aug-2018 /Sts:SC.OK /Pgs:ALL /Prt:16-May-2019 12:15 /Seq:16 of 21
Ref:1903453 /Src:M

SHORT LINE TABLE

No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.	No.	Bearing	Distance	Desc.
586	8°49'45"	10.98		651	98°49'45"	2.685		716	113°49'45"	2.07		781	98°49'45"	52.485		846	98°49'45"	2.5		911	278°49'45"	6.75		976	8°49'45"	4.65		1041	98°49'45"	7.05		~~1106~~				1171	8°49'45"	3.2	
587	98°49'45"	2.875		652	8°49'45"	2.51		717	85°06'10"	3.56		782	8°49'45"	5.945		847	8°49'45"	2.4		912	188°49'45"	2.5		977	98°49'45"	2.5		~~1042~~				1107	98°49'45"	2.875		1172	98°49'45"	2.4	
588	188°49'45"	5.05		653	188°49'45"	2.5	EW	718	242°42'30"	2.26		783	98°49'45"	5.86		848	278°49'45"	2.5		913	98°49'45"	2.375		978	188°49'45"	4.9		1043	358°58'40"	17.215		1108	188°49'45"	4.84		1173	8°49'45"	30.3	
589	278°49'45"	2.875		654	98°49'45"	3.56	NW	719	312°31'55"	2.885		784	98°49'45"	53.07		849	188°49'45"	2.4		914	8°49'45"	2.45		979	98°49'45"	5.695		1044	98°49'45"	1.25		1109	278°49'45"	2.875		1174	98°49'45"	2.4	
590	8°49'45"	5.05		655	188°49'45"	2.7	WW	720	289°30'15"	3.08		785	1°06'55"	3.195		850	274°56'30"	70.22		915	278°49'45"	2.375		980	188°49'45"	2.5		1045	98°49'45"	6.9		1110	98°49'45"	1.085		1175	8°49'45"	3.2	
591	278°49'45"	4.105	SW	656	98°49'45"	9.885	SW	721	255°57'00"	2.995		786	98°49'45"	3.49		851	188°49'45"	31.52		916	188°49'45"	2.45		981	278°49'45"	6.75		1046	8°49'45"	2.5		~~1111~~				1176	98°49'45"	2.4	
592	8°49'45"	2.78	WW	657	8°49'45"	6.42	WW	722	211°19'45"	3.06		787	8°49'45"	16.23		852	98°49'45"	70.06		917	98°49'45"	0.625		982	8°49'45"	2.75		1047	133°28'35"	6.805		1112	188°49'45"	3.04		1177	8°49'45"	26.5	
593	98°49'45"	6.485	NW	658	278°49'45"	7.9	NW	723	188°49'45"	29.085		788	188°49'45"	3.355		853	8°49'45"	36.28		918	8°49'45"	2.5		983	278°49'45"	1.445		1048	98°49'45"	2.2		1113	278°49'45"	2.7		1178	98°49'45"	2.4	
594	188°49'45"	21.565	WW	659	188°49'45"	1.22	WW	724	8°49'45"	21.735		789	98°49'45"	3.29		854	98°49'45"	2.2		919	278°49'45"	6.75		984	8°49'45"	0.875		1049	8°49'45"	2.5		1114	8°49'45"	3.04		1179	8°49'45"	3.2	
595	98°49'45"	2	SW	660	278°49'45"	5.545	SW	725	278°49'45"	2.4		790	188°49'45"	19.155		855	188°49'45"	2.4		920	188°49'45"	2.5		985	188°49'45"	1.5		1050	278°49'45"	2.2		1115	98°49'45"	2.51		1180	98°49'45"	2.4	
596	188°49'45"	5.755	WW	661	98°49'45"	2.875		726	8°49'45"	9.545		791	278°49'45"	6.265		856	278°49'45"	2.2		921	278°49'45"	2.375		986	278°49'45"	3.75		1051	188°49'45"	2.5		1116	188°49'45"	0.875		1181	8°49'45"	13.5	
597	278°49'45"	3.63	NW	662	188°49'45"	2.7		727	188°49'45"	18.85		792	8°49'45"	11.345		857	8°49'45"	2.4		922	8°49'45"	2.45		987	278°49'45"	0.625		1052	278°49'45"	6.9		1117	8°49'45"	2.875	EW	1182	188°49'45"	2.2	
598	188°49'45"	5.98	WW	663	98°49'45"	2.875	NW	728	98°49'45"	2.29		793	188°49'45"	28.6		858	98°49'45"	5.05		923	98°49'45"	2.375		988	8°49'45"	4.55		1053	188°49'45"	2.5		1118	98°49'45"	14.105		1183	158°30'10"	4.625	
599	278°49'45"	2.68		664	188°49'45"	5.05	EW	729	188°49'45"	52.06		794	278°49'45"	6.29		859	8°49'45"	2.4		924	188°49'45"	2.45		989	98°49'45"	1.29		1054	98°49'45"	2.375		1119	8°49'45"	15.075		1184	98°49'45"	5.5	
600	8°49'45"	7.05	WW	665	278°49'45"	2.875	SW	730	188°49'45"	5.9		795	8°52'45"	28.6		~~860~~				925	98°49'45"	2.2		990	188°49'45"	2.05		1055	188°49'45"	4.55		1120	98°49'45"	14.105		1185	188°49'45"	3.5	
601	278°49'45"	3		666	8°49'45"	5.05	WW	731	278°49'45"	1.12		796	98°49'45"	3.605	NW	861	188°49'45"	2.2		926	188°49'45"	2.375		991	145°35'35"	18.03		1056	278°49'45"	2.375		1121	188°49'45"	24.22		1186	278°49'45"	5.5	
602	8°49'45"	2.7		667	98°49'45"	3	NW	732	188°49'45"	7.35		797	188°49'45"	2.9	EW	862	278°49'45"	2.5		927	278°49'45"	2.2		992	58°32'45"	13.285		1057	8°49'45"	4.55		1122	176°01'55"	21.49		1187	8°49'45"	3.5	
603	98°49'45"	3		668	188°49'45"	5.14	EW	733	188°49'45"	2.74		798	278°49'45"	3.605	SW	863	8°49'45"	2.2		928	8°49'45"	2.375		993	25°25'40"	15.735		1058	98°49'45"	6.75		1123	98°49'45"	9.115	SW	1188	109°14'40"	7.77	
604	188°49'45"	2.7		669	278°49'45"	3	SW	734	8°49'45"	0.54		799	8°49'45"	2.9	WW	864	98°49'45"	2.5		929	98°49'45"	2.49		994	14°36'10"	24.255		1059	188°49'45"	2.5		1124	8°49'45"	2.875	WW	1189	96°32'40"	12.545	
605	258°55'25"	8.195		670	8°49'45"	5.14	WW	735	8°49'45"	0.54		800	98°49'45"	6.07		865	278°49'45"	3.9		930	188°49'45"	5.275		995	117°55'55"	11.12		1060	278°49'45"	6.75		1125	278°49'45"	9.115	NW	1190	98°49'45"	7.955	
606	270°16'10"	7.725		671	98°49'45"	5.295	NW	736	8°49'45"	0.54		801	8°54'30"	6.97		866	188°49'45"	4.8		931	98°49'45"	5.875		996	98°49'45"	7.64		1061	8°49'45"	2.5		1126	8°49'45"	2.875	EW	1191	98°49'45"	5.8	
607	278°49'45"	13.02	NW	672	188°49'45"	17.23	WW	737	8°49'45"	1.03		802	8°54'30"	7.965		867	98°49'45"	0.43		932	188°49'45"	3.905		997	98°49'45"	57.8		~~1062~~				1127	278°49'45"	1.9		1192	188°49'45"	3.8	
608	8°49'45"	1.21	EW	673	278°49'45"	2.7		738	8°49'45"	0.94		803	8°49'45"	5.565		868	188°49'45"	2.98		933	278°49'45"	8.365		998	98°49'45"	12.535		1063	222°51'05"	11.815		1128	98°49'45"	13.405	SW	1193	278°49'45"	5.8	
609	98°49'45"	3.86	SW	674	8°49'45"	11.675	WW	739	98°49'45"	34.515		804	98°49'45"	28.695	NW	869	278°49'45"	4.33		934	8°49'45"	9.18		999	98°49'45"	83.415		1064	8°54'30"	20.97		1129	188°49'45"	2.875	WW	1194	8°49'45"	3.8	
610	8°49'45"	4.5	EW	675	8°49'45"	2.555	WW	740	98°49'45"	44.48		805	8°49'45"	21.57	WW	870	8°49'45"	2.98		935	98°49'45"	2.5		1000	98°49'45"	8.005		1065	8°54'30"	12.24		1130	278°49'45"	13.405	NW	1195	191°56'20"	43.51	
611	278°49'45"	0.815	NW	676	278°49'45"	1.275	SW	741	98°49'45"	39.165		806	98°49'45"	5.435	SW	871	188°49'45"	7		936	188°49'45"	4		1001	51°14'40"	19.05		1066	94°56'35"	38.195		1131	8°49'45"	2.875	EW				
612	8°49'45"	3.665	EW	677	188°49'45"	3		742	8°49'45"	5.895		807	8°49'45"	5.56	EW	872	98°49'45"	5.05		937	278°49'45"	2.5		1002	132°49'00"	16.01		1067	188°49'45"	22.74		1132	179°31'15"	5.295					
613	98°49'45"	9.975	NW	678	98°49'45"	1.32	SW	743	278°49'45"	59.37		808	341°08'40"	2.52		873	343°42'05"	13.635		938	8°49'45"	10.6		1003	52°38'15"	18.88		1068	278°49'45"	40.235		1133	233°56'40"	4.825	NWW				
614	188°49'45"	9.375	WW	679	98°49'45"	1.32		744	8°49'40"	3.235		809	12°16'10"	3.165		874	102°46'55"	10.445		939	278°49'45"	2.65		1004	83°05'45"	0.33		1069	188°49'45"	25.59		1134	323°42'50"	4.825	ENW				
615	278°49'45"	2.49		680	98°49'45"	2.45	NW	745	329°44'00"	2.335		810	278°49'45"	2.5	NW	875	105°08'35"	11.385		940	188°49'45"	4.55		1005	84°54'25"	4.28		1070	278°49'45"	41.97		1135	53°51'50"	4.83	SEW				
616	188°49'45"	5.31		681	8°49'45"	0.725	WW	746	295°48'20"	2.335		811	98°49'45"	2.5	NW	876	97°21'25"	1.95		941	98°49'45"	2.65		1006	52°54'30"	18.485		1071	188°49'45"	28.175		1136	143°47'40"	4.83	SWW				
617	98°49'45"	2.49		682	98°49'45"	3	NW	747	278°49'45"	38.435		812	188°49'45"	7.31	WW	877	158°57'05"	3.21		942	8°49'45"	4.55		1007	157°44'20"	3.12		1072	94°56'35"	30.63		1137	220°52'50"	6.165					
618	8°49'45"	5.31		683	188°49'45"	8.75	EW	748	280°05'00"	17.37		813	8°49'45"	0.78	EW	878	168°50'45"	7.345		943	263°05'45"	6.125		1008	105°07'30"	19.88		1073	278°49'45"	30.56		1138	188°49'45"	2.85	WW				
619	188°49'45"	19.75	EW	684	278°49'45"	3	SW	749	278°49'45"	17.74		814	8°49'45"	1.48	EW	879	99°28'05"	17.765		944	184°45'00"	6.98		1009	48°52'20"	12.33		1074	8°49'45"	22.03		1139	98°49'45"	12.13	NW				
620	98°49'45"	1.46	SW	685	8°49'45"	2.17	WW	750	280°05'00"	18.74		815	278°49'45"	2.825	SW	880	116°16'45"	17.875		945	94°45'00"	6		1010	345°47'55"	13.635		1075	8°49'45"	87.925		1140	8°49'45"	2.85	EW				
621	8°49'45"	1.035	WW	686	278°49'45"	2.45	SW	751	278°49'45"	16.38		816	8°49'45"	5.05	WW	881	8°49'45"	70.66		946	4°45'00"	8.22		1011	274°56'35"	62.01		1076	98°49'45"	23.86		1141	278°49'45"	12.13	SW				
622	8°49'45"	0.6	WW	687	8°49'45"	5.855	WW	752	8°49'45"	0.795		817	98°49'45"	2.825	NW	882	188°49'45"	109.955		947	98°49'45"	2.45		1012	278°49'45"	150.795		1077	98°49'45"	33.94		1142	112°40'15"	2.3					
623	98°49'45"	1.75	NW	688	188°49'45"	2.875		753	8°49'45"	3.6		818	188°49'45"	5.05	EW	883	98°49'45"	57.8		948	278°49'45"	2.45		1013	188°49'45"	5.245		1078	188°49'45"	24.925		1143	278°49'45"	17.045					
624	188°49'45"	2.91	EW	689	98°49'45"	2.45		754	98°49'45"	25.195		819	98°49'45"	4.55	SW	884	188°49'45"	110.455		949	8°49'45"	2.375		1014	295°38'10"	12.795		1079	188°49'45"	45.735		1144	278°49'45"	0.585					
625	98°49'45"	2.11	NW	690	8°49'45"	2.875		755	188°49'45"	3.6		820	188°49'45"	2.375	WW	885	188°49'45"	110.455		950	188°49'45"	5.15		1015	8°49'45"	4.8		1080	188°49'45"	22.03		1145	8°49'45"	40.55					
626	8°49'45"	21.025	WW	691	188°49'45"	3	WW	756	278°49'45"	25.195		821	278°49'45"	4.55	NW	886	98°49'45"	83.415		951	98°49'45"	2.5		~~1016~~				1081	98°49'45"	57.8		1146	278°49'45"	29.155					
627	278°49'45"	9.22		692	98°49'45"	2.7	SW	757	188°49'45"	0.855		822	8°49'45"	2.375	EW	887	98°49'45"	2.375		952	8°49'45"	6.65		1017	188°49'45"	2.2		1082	278°49'45"	33.94		1147	188°49'45"	41.1					
628	278°49'45"	2.9		693	278°49'45"	3.53	NW	758	98°49'45"	25.195		823	278°49'45"	7.05	NW	888	278°49'45"	2.375		953	98°49'45"	2.5		1018	278°49'45"	2.5		1083	8°49'45"	24.925		1148	8°49'45"	17.815					
629	8°49'45"	5.05		694	8°49'45"	2.685		759	188°49'45"	3.9		824	8°49'45"	2.5	EW	889	8°49'45"	4.55		954	98°49'45"	2.2		1019	8°49'45"	2.2		1084	8°49'45"	18.01		1149	98°49'45"	13.81					
630	98°49'45"	2.9		695	278°49'45"	2.7		760	278°49'45"	7.48		825	98°49'45"	7.05	SW	890	98°49'45"	2.75		955	8°49'45"	2.5		1020	98°49'45"	2.5		1085	8°49'45"	67.02		1150	98°49'45"	55.475					
631	188°49'45"	5.05		696	188°49'45"	2.685		761	8°49'45"	3.9		826	188°49'45"	2.5	WW	891	188°49'45"	7.34		956	278°49'45"	2.2		1021	278°49'45"	2.5		1086	8°49'45"	25.425		1151	8°49'45"	5.945					
632	188°49'45"	2.3		697	188°49'45"	1.9		762	98°49'45"	142.895		827	274°56'35"	14.85		892	278°49'45"	2.75		957	188°49'45"	2.5		1022	188°49'45"	4.8		1087	98°49'45"	60.025		1152	8°49'45"	5.945					
633	188°49'45"	1.7		698	98°49'45"	7.04		763	17°24'45"	9.125		828	188°49'45"	29.6		893	8°49'45"	2.79		958	98°49'45"	8.15		~~1023~~				1088	188°49'45"	25.425		1153	98°49'45"	13.81					
634	98°49'45"	3.9	NW	699	82°33'40"	21.74		764	188°49'45"	5.895		829	278°49'45"	86.8		894	98°49'45"	2.4		959	8°49'45"	3.9		1024	8°49'45"	4.55		1089	278°49'45"	60.025		1154	98°49'45"	55.475					
635	278°49'45"	2.75	NW	700	79°55'20"	29.75		765	98°49'45"	62.645		830	8°49'45"	30.25		895	188°49'45"	2.2		960	278°49'45"	4.275		1025	98°49'45"	2.65		1090	98°49'45"	23.39		1155	102°48'20"	2.675					
636	98°49'45"	2.875		701	103°00'35"	42.18		766	278°49'45"	52.93		831	274°56'35"	68.75		896	278°49'45"	2.4		961	8°49'45"	1.3		1026	188°49'45"	4.55		1091	188°49'45"	70.425		1156	128°58'10"	7.58					
637	188°49'45"	2.7		702	102°50'30"	27.585		767	278°49'45"	22.375		832	83°44'35"	3.515		897	8°49'45"	2.2		962	278°49'45"	2.27		1027	278°49'45"	2.65		1092	188°49'45"	15		1157	116°58'55"	2.725					
638	188°49'45"	1.44		703	98°49'45"	141.52		768	278°49'45"	55.435		833	188°49'45"	5.93		898	189°14'10"	7.05		963	8°49'45"	1.55		1028	98°49'45"	2.5		1093	188°49'45"	25.03		1158	98°49'45"	6.925					
639	98°49'45"	6.115		704	98°49'45"	10.65		769	8°49'45"	5.945		834	98°49'45"	2.2		899	98°49'00"	2.5		964	278°49'45"	1.34		1029	278°49'45"	2.5		1094	98°49'45"	21.525		1159	8°49'45"	0.325					
640	188°49'45"	2.51	WW	705	8°49'45"	18.195		770	278°49'45"	5.015		835	188°49'45"	2.4		900	8°25'20"	7.05		965	8°49'45"	6.54		1030	188°49'45"	6.81		1095	8°49'45"	7.02		1160	278°49'45"	17.715					
641	98°49'45"	2.685	SW	706	98°49'45"	3.26		771	278°49'45"	107.8		836	278°49'45"	2.2		901	98°49'45"	2.5		966	278°49'45"	1.3		1031	8°49'45"	2.26		1096	98°49'45"	19.5		1161	8°49'45"	0.97					
642	188°49'45"	3.39		707	188°49'45"	18.195		772	98°49'45"	63.52		837	8°49'45"	2.4		902	188°49'45"	6.8		967	8°49'45"	3.5		~~1032~~	~~2°43'10"~~	~~23.725~~		1097	98°49'45"	42.39		1162	8°49'45"	5.725					
643	8°49'45"	8.65		708	278°49'45"	3.26		773	8°49'45"	2.55		838	98°49'45"	6.75		903	278°49'45"	2.5		968	278°49'45"	2.5		1033	154°00'05"	6.425		1098	188°49'45"	25.03		1163	8°49'45"	5.895					
644	278°49'45"	8.835		709	188°49'45"	4.5		774	8°49'45"	0.75		839	8°49'45"	2.5		904	8°49'45"	2.25		969	188°49'45"	4.555		1034	8°49'45"	2.5		1099	278°49'45"	23.39		1164	188°49'45"	13.5					
645	8°49'45"	1.16		710	205°13'00"	1.925		775	188°49'45"	6.86		840	278°49'45"	6.75		905	278°49'45"	2.625		970	98°49'45"	1.335		1035	188°49'45"	2.5		1100	8°49'45"	45		1165	188°49'45"	3.2					
646	278°49'45"	1.515		711	233°49'45"	2.07		776	7°53'50"	14.77		841	188°49'45"	2.5		906	8°49'45"	4.55		971	188°49'45"	9.735		1036	278°49'45"	7.05		1101	278°49'45"	42.39		1166	188°49'45"	26.5					
647	188°49'45"	2.47	WW	712	263°49'45"	2.07		777	278°49'45"	1.99		842	278°49'45"	2.5		907	98°49'45"	2.625		972	98°49'45"	2.375		1037	98°49'45"	2.2		1102	278°49'45"	41.025		1167	188°49'45"	3.2					
648	278°49'45"	5.49		713	185°45'20"	4.35		778	98°49'45"	9.605		843	8°49'45"	6.85		908	188°49'45"	4.55		973	188°49'45"	4.55		1038	188°49'45"	2.375		1103	278°49'45"	38.03		1168	188°49'45"	30.3					
649	278°49'45"	1.515		714	173°49'45"	2.07		779	188°49'45"	16.13		~~844~~				909	98°49'45"	3.75		974	278°49'45"	2.375		1039	278°49'45"	2.2		1104	94°56'35"	38.12		1169	188°49'45"	3.2					
650	188°49'45"	1.31	WW	715	143°49'45"	2.07		780	98°49'45"	5.045		845	188°49'45"	6.85		910	8°49'45"	2.5		975	8°49'45"	4.55		1040	8°49'45"	2.375		1105	94°56'35"	23.815		1170	98°49'45"	2.4					

NW DENOTES NORTH FACE OF WALL ON BOUNDARY
EW DENOTES EAST FACE OF WALL ON BOUNDARY
SW DENOTES SOUTH FACE OF WALL ON BOUNDARY
WW DENOTES WEST FACE OF WALL ON BOUNDARY
ENW DENOTES NORTH-EAST FACE OF WALL ON BOUNDARY
SEW DENOTES SOUTH-EAST FACE OF WALL ON BOUNDARY
SWW DENOTES SOUTH-WEST FACE OF WALL ON BOUNDARY
NWW DENOTES NORTH-WEST FACE OF WALL ON BOUNDARY

NOTE: WALLS AND COLUMNS ARE CONCRETE

SURVEYOR: JOHN WALTON
DATE OF SURVEY: 26-03-2018
SURVEYOR's REF: 2750-15DP

PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968

LGA: SUTHERLAND SHIRE
LOCALITY: KIRRAWEE
SUBDIVISION No: SubCert 18/0061
Lengths are in metres. Reduction Ratio 1:500

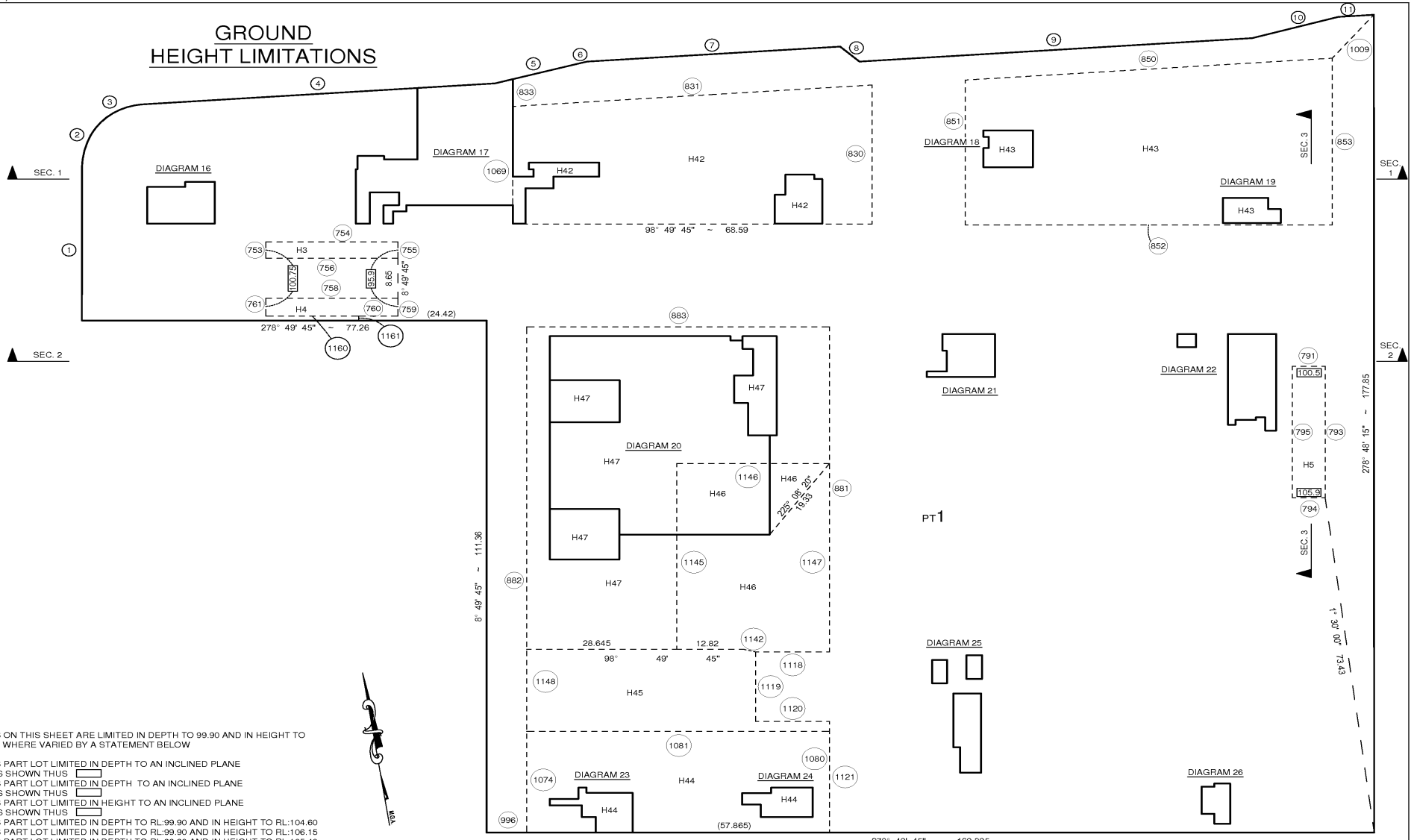
REGISTERED: 9.08.2018

DP1215830

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

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Ref:1903453 /Src:M

GROUND HEIGHT LIMITATIONS



ALL PART LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO 99.90 AND IN HEIGHT TO 105.90, EXCEPT WHERE VARIED BY A STATEMENT BELOW

- H3 DENOTES PART LOT LIMITED IN DEPTH TO AN INCLINED PLANE WITH RL'S SHOWN THUS
- H4 DENOTES PART LOT LIMITED IN DEPTH TO AN INCLINED PLANE WITH RL'S SHOWN THUS
- H5 DENOTES PART LOT LIMITED IN HEIGHT TO AN INCLINED PLANE WITH RL'S SHOWN THUS
- H42 DENOTES PART LOT LIMITED IN DEPTH TO RL:99.90 AND IN HEIGHT TO RL:104.60
- H43 DENOTES PART LOT LIMITED IN DEPTH TO RL:99.90 AND IN HEIGHT TO RL:106.15
- H44 DENOTES PART LOT LIMITED IN DEPTH TO RL:99.90 AND IN HEIGHT TO RL:105.40
- H45 DENOTES PART LOT LIMITED IN DEPTH TO RL:99.90 AND IN HEIGHT TO RL:105.90
- H46 DENOTES PART LOT LIMITED IN DEPTH TO RL:99.90 AND IN HEIGHT TO RL:105.55
- H47 DENOTES PART LOT LIMITED IN DEPTH TO RL:99.90 AND IN HEIGHT TO RL:105.90

SEE SHEETS 16 AND 17 FOR SHORT LINE TABLE

SURVEYOR: JOHN WALTON DATE OF SURVEY: 26-03-2018 SURVEYOR's REF: 2750-15DP	PLAN OF: SUBDIVISION OF LOT 2 IN DP1215968	LGA: SUTHERLAND SHIRE LOCALITY: KIRRAWEE SUBDIVISION No: SubCert 18/0061 Lengths are in metres. Reduction Ratio 1:500	REGISTERED: 9.08.2018	DP1215830

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

DocuSign Envelope ID: 73FA2D73-53A2-471B-80B0-2B5B71AF0C2B
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Ref:1903453 /Src:M

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Ref:1903453 /Src:M DP1215830

ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 9.08.2018

Title System: TORRENS

Office Use Only

DP1215830

BUILDING STRATUM PLAN OF SUBDIVISION OF LOT 2 IN DP1215968

LGA: **SUTHERLAND SHIRE**

Locality: **KIRRAWEE**

Parish: **SUTHERLAND**

County: **CUMBERLAND**

Survey Certificate

I, JOHN WALTON

Of DAW & WALTON PTY LTD

PO Box 3222, REDFERN NSW 2016

survey@daw-walton.com.au

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 26-03-2018, or

~~*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'A'–'B'

Type: *Urban/~~*Rural~~

~~The terrain is *Level-Undulating / *Steep-Mountainous.~~

Signature: ..... Dated: 30-03-2018.

Surveyor Identification No: 8430

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, Simone Plummer

*Authorised Person/~~*General Manager/*Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

~~Accreditation number:~~ .....

Consent Authority: Sutherland Shire Council

Date of endorsement: 1.6.2018

Subdivision Certificate number: Subcert18/0061

File number: DA15/1134

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP18418	DP1059910	DP1215969
DP21199	DP1086861	
DP179075	DP1197600	
DP589977	DP1205124	
DP866790	DP1215968	

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 2750-15DP

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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ePlan

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

Office Use Only

Registered: 9.08.2018

BUILDING STRATUM PLAN OF SUBDIVISION OF LOT 2 IN DP1215968

Office Use Only

DP1215830

Subdivision Certificate number: Subcert18/0061 DA15/1134

Date of Endorsement: 1.6.2018

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

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

Lot	Street Number	Street Name	Street Type	Locality
1	580	PRINCES	HIGHWAY	KIRRAWEE
2	6	KILN	ROAD	KIRRAWEE
3	1	VILLAGE	PLACE	KIRRAWEE
4	31	FLORA	STREET	KIRRAWEE
5	39	FLORA	STREET	KIRRAWEE

Pursuant to section 88B of the Conveyancing Act 1919, as amended,

It is intended to create:

1. Easement for Services (whole of lot)
2. Easement for Future Services (whole of lot)
3. Easement for Support & Shelter (whole of lot)
4. Easement for Access and Maintenance and Emergency Egress, Variable Width & Limited in Stratum denoted as, A1-A5, ~~A7-A30, A32-A35, A37-A780~~ A7-A35, A37-A81
5. Easement for Future Access & Maintenance and Emergency Egress (whole of lot)
6. Easement for Lift Access, Variable Width & Limited in Stratum denoted as, ~~L1-L27, L30, L32-L65~~ L1-L16
7. Right of Carriageway, Variable Width & Limited in Stratum denoted as C1-C7
8. Right of Foot Way, Variable Width & Limited in Stratum denoted as F1-F4
9. Easement for light and air, Variable Width & Limited in Stratum denoted as X1
10. Easement for Access for Recreational Use and Maintenance and repair, Variable Width & Limited in Stratum denoted as K1
11. Easement for Car Wash Bay, Variable Width & Limited in Stratum denoted as CW
12. Easement for Visitor Car Parking (whole of lot)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2750-15DP

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Ref:1903453 /Src:M DP1215830

ePlan

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

Office Use Only

Registered: 9.08.2018

Office Use Only

DP1215830

BUILDING STRATUM
PLAN OF **SUBDIVISION OF**
LOT 2 IN DP1215968

Subdivision Certificate number: Subcert18/0061 DA15/1134

Date of Endorsement: 1.6.2018

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

EXECUTED by SOUTH VILLAGE PTY LIMITED (ACN: 164 771 224)
In accordance with section 127 of the Corporations Act:

Name: Brian Boyd
Authority: Director

Name: Brian Bailison
Authority: Company Secretary

EXECUTED by **ANZ FIDUCIARY SERVICES PTY LIMITIED (ACN: 100 709 493)**
Mortgagee VIDE AJ511375

SIGNED for and on behalf of **ANZ Fiduciary Services** Pty Limited by
KIT LIEW
who certifies that ~~she~~/he is a
MANAGER
Agency Services, of Australia and New Zealand Banking Group Limited pursuant to Power of Attorney Registered BK 4711 NO227
dated 12/07/16 in the presence of:

Witness: ALISON CARLIN
242 PITT STREET,
SYDNEY NSW 2000

Attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2750-15DP

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ePlan

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 of the Conveyancing Act 1919.

(Sheet 1 of 26 sheets)

Plan:

DP1215830

Building Stratum Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061, DA15/1131 dated 1.6.2018

Full name and address of the proprietor of the land:

SOUTH VILLAGE PTY LIMITED (ACN: 164 771 224)
566-594 PRINCES HIGHWAY
KIRRAWEE NSW 2232

PART 1 (Creation)

	Identity of Easement to be created and firstly referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Services (whole of lot)	Each Lot	Each other Lot

	Identity of Easement to be created and secondly referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
2.	Easement for Future Services (whole of lot)	Lots 2, 3, 4 and 5	Lot 1

	Identity of Easement to be created and thirdly referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
3.	Easement for Support & Shelter (whole of lot)	Each Lot	Each Other Lot

	Identity of Easement to be created and fourthly referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4.	Easement for Access and Maintenance and Emergency Egress, Variable Width & Limited in Stratum denoted as, A1-A5, ~~A7-A30, A32-A35, A37-A80~~ A7-A35, A37-A81	Lot 1 Lot 3 Lot 4 Lot 5	Lots 2, 3, 4 and 5 Lot 1 Lot 1 Lot 1

	Identity of Easement to be created and fifthly referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
5.	Easement for Future Access & Maintenance and Emergency Egress (whole of lot)	Lot 3 Lot 4 Lot 5	Lot 1 Lot 1 Lot 1

Proprietor(s)

Approved by Sutherland Shire Council

Simone Plummer
Manager, Development
Assessment & Certification

ePlan

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 of the Conveyancing Act 1919.

Plan:

DP1215830

Building Stratum Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061, DA15/1134 dated 1.6.2018

	Identity of Easement to be created and sixthly referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
6.	Easement for Lift Access, Variable Width & Limited in Stratum denoted as, ~~L1-L27, L30, L32-L65~~ L1-L16	Lot 3 Lot 4 Lot 5	Lot 1 Lot 1 Lot 1

	Identity of Easement to be created and seventhly referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
7.	Right of Carriageway, Variable Width & Limited in Stratum denoted as C1-C7	Lot 3 Lot 4 Lot 1 Lot 5	Lots 4 and 5 Lots 3 and 5 Lots 2, 3, 4, and 5 Lot 4

	Identity of Easement to be created and eighthly referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
8.	Right of Foot Way, Variable Width & Limited in Stratum denoted as F1-F4	Lot 3 Lot 1	Lots 1, 2, 4 and 5 Lots 2, 3, 4 and 5

	Identity of Easement to be created and ninthly referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
9.	Easement for light and air, Variable Width & Limited in Stratum denoted as X1	Lot 3 Lot 4 Lot 5	Lot 1 Lot 1 Lot 1

	Identity of Easement to be created and tenthly referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
10.	Easement for Access for Recreational Use and Maintenance and repair, Variable Width & Limited in Stratum denoted as K1	Lot 3	Lots 1, 2, 4 and 5

Proprietor(s)

Approved by Sutherland Shire Council

Simone Plummer
Manager, Development
Assessment & Certification

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ePlan

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 of the Conveyancing Act 1919.

Plan:

DP1215830

Building Stratum Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061, DA15/1134 dated 1.6.2018

	Identity of Easement to be created and eleventhly referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
11.	Easement for Car Wash Bay, Variable Width & Limited in Stratum denoted as CW	Lot 4	Lots 3 and 5

	Identity of Easement to be created and twelfthly referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
12.	Easement for Visitor Car Parking (whole of lot)	Lot 3 Lot 4 Lot 5	Lots 4 and 5 Lots 3 and 5 Lots 3 and 4

PART 2 (Terms)

1. **INTERPRETATION**

1.1 **Definitions**

In this instrument, unless the context clearly indicates otherwise:

Authorised Person means every person authorised by the owner of a Benefited lot for the purposes of an easement, positive covenant or restriction on the use of land created by this instrument. Subject to the terms of the relevant easement, positive covenant or restriction on the use of land, as the case may be, an Authorised Person includes:

(a) for the purposes of any easement, positive covenant or restriction on the use of land that relates to a Shared Facility, persons permitted by the Management Statement, or any Rules made under the Management Statement, to access or use the particular Shared Facility; and

(b) for the purposes of all other easements, positive covenants and restrictions on the use of land, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees and visitors of the owner of the Benefited lot.

Building means the building on the Land.

Proprietor(s)

Approved by Sutherland Shire Council

Simone Plummer
Manager, Development
Assessment & Certification

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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 of the Conveyancing Act 1919.

Plan:

DP1215830

Building Stratum Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061/PAIS/1134 dated 1.6.2018

Committee means the building management committee constituted in accordance with the Management Statement.

Emergency means any emergency situation, including one that involves a risk to a person's health or safety.

Emergency Equipment includes fire extinguishers, fire hoses and any other available equipment designed for similar use.

Equipment means materials, tools, implements, machinery and vehicles.

Future Service means any Service that is installed to any part of the Land after the Registration Date.

Heritage Kiln means the conserved remains of the decommissioned brick pit site on the Land known as 'Pipe Kiln 1' and referred to in paragraph 11.

Improvements means all improvements, structures and fixtures constructed, erected or installed at any time, including, any walls, support columns, slabs, foundations and footings.

Land means lot 2 in deposited plan 1215968 (certificate of title folio identifier 2/1215968) located at 566-594 Princes Highway, Kirrawee NSW 2232 (however that real property may be subdivided, consolidated, titled or retitled from time to time).

Laws means:

(a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and

(b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction over Works.

Lifts means lifts on a Burdened lot.

Maintain includes:

(a) keep clean and tidy;

(b) maintain in good and serviceable condition;

(c) maintain in structurally sound condition;

(d) repair as necessary; and

(e) replace as necessary.

Proprietor(s)

Approved by Sutherland Shire Council

Simone Plummer
Manager, Development
Assessment & Certification

ePlan

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 of the Conveyancing Act 1919.

Plan:

DP1215830

Building Stratum
Subdivision of Lot 2 in
DP1215968 covered by
Subdivision Certificate
No. Subcert18/0061, DA15/113
dated 1.6.2018

Management Statement means the management statement to be registered either as a building management statement for the purposes of Division 3B of Part 23 of the Conveyancing Act or as a strata management statement with the Strata Plan pursuant to section 108 of the *Strata Schemes Development Act 2015* (NSW) in respect of the Building.

Registration Date means the date on which the Plan is registered.

Rules has the meaning given to it in the Management Statement.

Schedule of Shared Facilities means Schedule 1 of the Management Statement.

Schedule of Works means, in relation to any Works, a document containing:

(a) a specification of the relevant Works;

(b) a programme of the Works; and

(c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service in the Building as at the Registration Date including:

(a) water supply;

(b) gas supply;

(c) electricity supply;

(d) air conditioning;

(e) a telephone service;

(f) a high speed internet service;

(g) a digital transmission service;

(h) a radio service;

(i) a television service;

(j) a system for the removal and passage of sewage;

(k) a system for the removal and passage of trade waste;

(l) a system for the passage of water;

(m) a mechanical ventilation system;

Proprietor(s)

Approved by Sutherland Shire Council

Simone Plummer
Manager, Development
Assessment & Certification

ePlan

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 of the Conveyancing Act 1919.

(Sheet 6 of 26 sheets)

Plan:

DP1215830

Building Stratum Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061/DA15/113 dated 1.6.2018

(n) a fire safety or control system;

(o) hydraulic services;

(p) a security system;

(q) escalators;

(r) lifts;

(s) closed circuit television video and audio services; and

(t) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

Shared Facilities has the meaning given to it in the Management Statement.

Visitor Parking Space means any future designated car parking space identified for the use as a 'Visitor Car Parking' space located in the common property of the Burdened Lot;

Works includes inspecting, testing, cleaning, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

1.2 **References to certain terms**

In this instrument unless the context clearly indicates otherwise:

(a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;

(b) **including** is not a word of limitation;

(c) the words **at any time** mean at any time and from time to time;

(d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

Proprietor(s)

Approved by Sutherland Shire Council

Simone Plummer
Manager, Development
Assessment & Certification

ePlan

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 of the Conveyancing Act 1919.

(Sheet 7 of 26 sheets)

Plan:

DP1215830

Building Stratum Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061, DA15/1130 dated 1.6.2018

(e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

(f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;

(g) a reference to a corporation includes its successors and permitted assigns;

(h) a reference to a document is a reference to a document of any kind, including a plan;

(i) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;

(j) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(k) a reference to a time is to that time in Sydney;

(l) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(m) a requirement to do any thing includes a requirement to cause that thing to be done;

(n) a word that is derived from a defined word has a corresponding meaning;

(o) the singular includes the plural and vice-versa;

(p) words importing one gender include all other genders; and

(q) a reference to a **Burdened lot** or a **Benefited lot** includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

1.3 **Complying with the Management Statement**

For each easement, positive covenant and restriction on the use of land in this instrument, each owner of a Benefited lot must take all reasonable steps to ensure that its Authorised Persons:

BB

Proprietor(s)

Approved by Sutherland Shire Council

Simone Plummer
Manager, Development
Assessment & Certification

ePlan

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 of the Conveyancing Act 1919.

(Sheet 8 of 26 sheets)

Plan:

DP1215830

Building Stratum Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061, DA15/113 dated 1.6.2018

(a) comply with the terms of this instrument when exercising rights or complying with obligations under this instrument; and

(b) comply with the Management Statement, where applicable.

1.4 **Positive covenants and maintenance requirements**

A requirement in an easement that an owner of a Benefited lot or an owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the *Conveyancing Act 1919* (NSW) and is therefore intended to create a positive covenant under that section.

1.5 **Section 196L of the *Conveyancing Act 1919* (NSW)**

If section 196L of the *Conveyancing Act 1919* (NSW) operates to create rights and obligations in connection with any easement in this instrument, then the rights and obligations created under section 196L are varied or negatived to the extent that such rights and obligations are inconsistent with the rights and obligations provided for in the easement and the terms of the relevant easement prevail.

1.6 **Release and indemnity**

(a) This **clause 1.6** applies to each easement in this instrument.

(b) The owner of a Benefited lot and Authorised Persons release and indemnify the owner of a Burdened lot from and against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the Burdened lot arising from or in consequence of the exercise by the owner of the Benefited lot and Authorised Persons of their rights under the easement and compliance by the owner of the Benefited lot and Authorised Persons with any obligations under the easement, including:

(i) loss or damage to the property of the owner or any occupier of the Burdened lot, except fair wear and tear;

(ii) loss, damage, expense or liability in respect of any other property; and

(iii) loss, expense or liability in respect of personal injury, disease, illness or death.

The relevant release and indemnity under **clause 1.6(b)** will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the owner of the Burdened lot or its officers, employees, contractors or agents.

2. **TERMS OF EASEMENT FOR SERVICES (WHOLE OF LOT) NUMBERED 1 IN THE PLAN**

BB

Proprietor(s)

Approved by Sutherland Shire Council

Simone Plummer
Manager, Development
Assessment & Certification

ePlan

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 of the Conveyancing Act 1919.

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DP1215830

Building Stratum Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061, DA15/113 dated 1.6.2018

2.1 The owner of the Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:

(a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot which passes through, or is situated in, the Burdened lot;

(b) the ongoing use of any Service Equipment in a Burdened lot through which a Service passes to or from the Benefited lot (**Relevant Service Equipment**);

(c) have Relevant Service Equipment remain in a Burdened lot and, where necessary, have it supported vertically, horizontally, and in each other plane by the Burdened lot; and

(d) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Relevant Service Equipment in that lot.

2.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Shared Facilities, but the owner of a Burdened lot is required to Maintain a Shared Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) some of the Services and associated Relevant Service Equipment will be Shared Facilities which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining such Services and associated Relevant Service Equipment as Shared Facilities will be allocated under the Management Statement and the Schedule of Shared Facilities.

2.3 The owner of a Benefited lot must Maintain:

(a) Relevant Service Equipment which is not a Shared Facility, and for which no other person is responsible, so that it is not, or not likely to become, a hazard or a nuisance; and

(b) at its cost carry out Works and do anything else reasonably necessary in relation to such Relevant Service Equipment as and when required, to ensure compliance with this **clause 2.3**.

2.4 The owner of a Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to Relevant Service Equipment which:

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(a) is a Shared Facility; and

(b) if, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Relevant Service Equipment,

so that it is fit to be used for its intended purpose.

2.5 Subject to **clauses 2.6** and **2.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

2.6 The owner of a Benefited lot is not obliged to comply with **clauses 2.5(a)** to **2.5(d)** where, in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

2.7 The owner of a Benefited lot is not obliged to comply with **clauses 2.5(c)** and **2.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under this easement;

(b) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(c) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(d) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

2.8 The owner of a Burdened lot may only withhold consent under **clause 2.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

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(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

2.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

2.10 If the owner of a Benefited lot fails to comply with its obligations under **clause 2.3(a)** in relation to Relevant Service Equipment on a Burdened lot, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.

2.11 If the owner of a Benefited lot fails to comply with a notice given under **clause 2.10** within a reasonable time after its service, having regard to the type of work or act required:

(a) the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and

(b) the owner of the Benefited lot must pay the owner of the Burdened lot, within 14 days of receipt of a demand from the owner of the Burdened lot, the costs reasonably and properly incurred by the owner of the Burdened lot under this **clause 2.11**.

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2.12 In addition to its rights under **clauses 2.10** and **2.11** if, in the opinion of the owner of a Burdened lot, reasonably held, neither the Committee nor the owner of a Benefited lot is properly Maintaining Relevant Service Equipment on the Burdened lot which is a Shared Facility, such that it is, or is at risk of becoming, a hazard or a nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.

2.13 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

3. **TERMS OF EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) NUMBERED 2 IN THE PLAN**

3.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:

(a) the uninterrupted passage through a Burdened lot of any Future Service to or from the Benefited lot which passes through, or is situated in, the Burdened lot including the rights to construct and install the Future Service (which, after such construction and installation, will become, for purposes of this easement, a Service);

(b) the ongoing use of any Service Equipment in a Burdened lot through which a Service passes to or from the Benefited lot (**Relevant Service Equipment**);

(c) have Relevant Service Equipment remain in a Burdened lot and, where necessary, have it supported vertically, horizontally, and in each other plane by the Burdened lot; and

(d) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Relevant Service Equipment in that lot.

3.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Shared Facilities, but the owner of a Burdened lot is required to Maintain a Shared Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

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(i) some of the Services and associated Relevant Service Equipment will be Shared Facilities which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining such Services and associated Relevant Service Equipment as Shared Facilities will be allocated under the Management Statement and the Schedule of Shared Facilities.

3.3 The owner of a Benefited lot must Maintain:

(a) Relevant Service Equipment which is not a Shared Facility, and for which no other person is responsible, so that it is not, or not likely to become, a hazard or a nuisance; and

(b) at its cost carry out Works and do anything else reasonably necessary in relation to such Relevant Service Equipment as and when required, to ensure compliance with this **clause 3.3.**

3.4 The owner of a Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to Relevant Service Equipment which:

(a) is a Shared Facility; and

(b) if, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Relevant Service Equipment,

so that it is fit to be used for its intended purpose.

3.5 Subject to **clauses 3.6** and 3.7, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:

(a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

(b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

(c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

(d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

3.6 The owner of a Benefited lot is not obliged to comply with **clauses 3.5(a)** to **3.5(d)** where, in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

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3.7 The owner of a Benefited lot is not obliged to comply with **clauses 3.5(c)** and **2.5(d)** if the carrying out of the Works:

(a) is necessary to enable the owner of the Benefited lot to comply with its obligations under this easement;

(b) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;

(c) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or

(d) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

3.8 The owner of a Burdened lot may only withhold consent under **clause 2.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

(a) the carrying out of the Works;

(b) the physical result after the Works are carried out; or

(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

3.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

(a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

(b) minimise interruption to or interference with any Service and any associated Service Equipment; and

(c) ensure that:

(i) all necessary safety measures are taken;

(ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

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(iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and

(iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

3.10 If the owner of a Benefited lot fails to comply with its obligations under **clause 3.3(a)** in relation to Relevant Service Equipment on a Burdened lot, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.

3.11 If the owner of a Benefited lot fails to comply with a notice given under **clause 3.10** within a reasonable time after its service, having regard to the type of work or act required:

(a) the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and

(b) the owner of the Benefited lot must pay the owner of the Burdened lot, within 14 days of receipt of a demand from the owner of the Burdened lot, the costs reasonably and properly incurred by the owner of the Burdened lot under this **clause 3.11**.

3.12 In addition to its rights under **clauses 3.10** and **2.11** if, in the opinion of the owner of a Burdened lot, reasonably held, neither the Committee nor the owner of a Benefited lot is properly Maintaining Relevant Service Equipment on the Burdened lot which is a Shared Facility, such that it is, or is at risk of becoming, a hazard or a nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.

3.13 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

4. **TERMS OF EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) NUMBERED 3 IN THE PLAN**

4.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:

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(a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support to the Benefited lot (**Structural Improvements**);

(b) require that the Structural Improvements remain on a Burdened lot at all times;

(c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter to the Benefited lot (**Sheltering Improvements**); and

(d) require that the Sheltering Improvements remain on a Burdened lot at all times.

4.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Shared Facilities, but the owner of a Burdened lot is required to Maintain a Shared Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) the Structural Improvements and Sheltering Improvements will be Shared Facilities which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Structural Improvements and the Sheltering Improvements as Shared Facilities will be allocated under the Management Statement and the Schedule of Shared Facilities.

4.3 For the purpose of the operation of section 196K of the *Conveyancing Act 1919* (NSW), if the terms of this easement and the terms referred to in section 196K are inconsistent, to the extent of the inconsistency and as permitted by Law, the terms set out in this instrument prevail.

5. **TERMS OF EASEMENT FOR ACCESS AND MAINTENANCE AND EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM NUMBERED 4 IN THE PLAN**

5.1 The owner of a Benefited lot and Authorised Persons have the right, in an Emergency requiring the evacuation of the Benefited lot or a part of the Benefited, for fire drill purposes or if the Lifts are not operational or are otherwise unavailable, consistent with the rights of other persons having the same or similar rights, to:

(a) access and pass across the parts of a Burdened lot capable of being used for the purpose, including fire stairs and passages (**Easement Site**), in order to exit the Benefited lot. For the purposes of this clause, **Easement Site** means that part of the lot burdened shown as A1-A5, ~~A7-A30, A32-A35 and A37-A80~~ A7-A35 and A37-A81 in the Plan; and

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(b) use any Emergency Equipment located on a Burdened lot.

5.2 In exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;

(b) only use the Easement Site and Emergency Equipment for their intended purposes;

(c) comply with the Management Statement and any applicable Rules; and

(d) comply with any reasonable directions of:

(i) the Committee or any person authorised by the Committee; or

(ii) the owner of the Burdened lot.

5.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Shared Facilities, but the owner of a Burdened lot is required to Maintain a Shared Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) part of the Easement Site and the Emergency Equipment will be a Shared Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Easement Site as a Shared Facility will be allocated under the Management Statement and the Schedule of Shared Facilities.

6. TERMS OF EASEMENT FOR FUTURE ACCESS & MAINTENANCE AND EMERGENCY EGRESS NUMBERED 5 IN THE PLAN

6.1 The owner of a Benefited lot and Authorised Persons have the right, in an Emergency requiring the evacuation of the Benefited lot or a part of the Benefited lot, consistent with the rights of other persons having the same or similar rights, to:

(a) access and pass across the parts of a Burdened lot capable of being used from time to time for the purpose, including fire stairs and passages (**Easement Site**), in order to exit the Benefited lot; and

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(b) use any Emergency Equipment located on a Burdened lot.

6.2 This easement comes into existence upon the construction of the Easement Site on the Burdened lot.

6.3 In exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;

(b) only use the Easement Site and Emergency Equipment for their intended purposes;

(c) comply with the Management Statement and any applicable Rules; and

(d) comply with any reasonable directions of:

(i) the Committee or any person authorised by the Committee; or

(ii) the owner of the Burdened lot.

6.4 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain Shared Facilities, but the owner of a Burdened lot is required to Maintain a Shared Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) part of the Easement Site and the Emergency Equipment will be a Shared Facility which will be Maintained by the Committee; and

(ii) the costs associated with the Committee Maintaining the Easement Site as a Shared Facility will be allocated under the Management Statement and the Schedule of Shared Facilities.

7. **TERMS OF EASEMENT FOR LIFT ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM NUMBERED 6 IN THE PLAN**

7.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use the Lifts (**Easement Site**) that they are entitled to use under the Management Statement and the Schedule of Facilities, subject to

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the terms of the Management Statement. For the purposes of this clause, **Easement Site** means that part of the lot burdened shown as ~~L1-L67, L69 and L62-L65~~ L1-L16 in the Plan.

7.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Lifts and the Easement Site;

(b) take all reasonable precautions so that no damage is caused to the Lifts or any other part of the Burdened lot;

(c) comply with the Management Statement and any applicable Rules; and

(d) comply with any reasonable direction of the Committee or any person authorised by the Committee.

7.3 The owner of each Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement, the Committee has the primary responsibility to Maintain the Lifts; and

(b) the costs associated with Maintaining the Lifts by the Committee will be allocated under the Management Statement and the Schedule of Shared Facilities.

8. **TERMS OF RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM NUMBERED 7 IN THE PLAN**

8.1 The owner of the Benefited lot and Authorised Persons have the right to go, pass and repass across and over the Easement Site at all times and for lawful purposes with or without vehicles. For the purposes of this clause, **Easement Site** means that part of the lot burdened shown as C1 - C7 in the Plan.

8.2 In exercising rights under this easement, the owner of the Benefited lot and Authorised Persons must:

(a) cause as little inconvenience as practicable to the owner of the Burdened lot;

(b) not cause the Easement Site to become a hazard or a nuisance;

(c) cause as little damage as practicable to the Easement Site and any Improvements on it; and

(d) comply with any reasonable directions of the owner of the Burdened lot.

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8.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:

(a) in accordance with the Management Statement, the owner of the Burdened lot has the responsibility to maintain and repair the Easement Site; and

(b) the allocation of the costs of maintaining and repairing the Easement Site is as specified in the Management Statement from time to time.

8.4 The owner of the Benefited lot and Authorised Persons exercising rights under this easement does so at that owner's or Authorised Persons' own risk.

9. **TERMS OF RIGHT OF FOOTWAY, VARIABLE WIDTH & LIMITED IN STRATUM NUMBERED 8 IN THE PLAN**

9.1 The owner of the Benefited lot and Authorised Persons and members of the public visiting or accessing the Benefited lot have the right, consistent with the rights of other persons having the same or similar rights, to enter and pass across the Easement Site by foot, wheelchair or other reasonable mobility aid at any time in order to go to or from the Benefited lot. For the purposes of this clause, **Easement Site** means that part of the lot burdened shown as F1 and F4 in the Plan.

9.2 In exercising rights under this easement, the owner of the Benefited lot and Authorised Persons must:

(a) cause as little inconvenience as practicable to the owner of the Burdened lot;

(b) not cause the Easement Site to become a hazard or a nuisance;

(c) cause as little damage as practicable to the Easement Site and any Improvements on it; and

(d) comply with any reasonable directions of the owner of the Burdened lot.

9.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:

(a) in accordance with the Management Statement, the owner of the Burdened lot has the responsibility to maintain and repair the Easement Site; and

(b) the allocation of the costs of maintaining and repairing the Easement Site is as specified in the Management Statement from time to time.

9.4 The owner of the Benefited lot and Authorised Persons exercising rights under this easement does so at that owner's and Authorised Persons' own risk.

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Building Stratum Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061, DA15/1130 dated 1.6.2018

10. **TERMS OF EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH & LIMITED IN STRATUM NUMBERED 9 IN THE PLAN**

10.1 The owner of the Benefited lot and every Authorised Person has at all times an unrestricted right for access to an uninterrupted flow of natural light and air through the Easement Site to the Benefited lot. The Owner of the Burdened lot must not do anything to or from within the Burdened lot that will cause any obstruction to the Benefited lot regarding such access. **Easement Site** means that part of the lot burdened shown as X1 in the Plan.

11. **TERMS OF EASEMENT FOR ACCESS FOR RECREATIONAL USE AND MAINTENANCE AND REPAIR, VARIABLE WIDTH & LIMITED IN STRATUM NUMBERED 10 IN THE PLAN**

11.1 The owner of a Benefited lot and Authorised Persons have the unrestricted right to access and pass and repass, without vehicles but with or without hand tools, hand implements and other equipment capable of being carried by hand, over the area denoted as K1 in the Plan, including the stairs, escalators, lifts, passages, corridors, shafts across the parts of the Burdened lot (**Easement Site**); for the purposes of recreation and observation of heritage kiln (**Heritage Kiln**). For the purposes of this clause, **Easement Site** means that part of the lot burdened shown as K1 in the Plan and includes the Heritage Kiln.

11.2 In exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;

(b) only use the Easement Site for their intended purposes;

(c) comply with the Management Statement and any applicable Rules; and

(d) comply with any reasonable directions of:

(i) the Committee or any person authorised by the Committee; or

(ii) the owner of the Burdened lot.

11.3 The owner of each Benefited lot and the owner of the Burdened lot acknowledge that:

(a) under the Management Statement:

(i) the owner of the Burdened has the primary responsibility to Maintain the Heritage Kiln located in its lot; and

BB

Proprietor(s)

Approved by Sutherland Shire Council

Simone Plummer
Manager, Development
Assessment & Certification

ePlan

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 of the Conveyancing Act 1919.

(Sheet 22 of 26 sheets)
Building Stratum Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061, DA15/1134 dated 1.6.2018

Plan:

DP1215830

(ii) the Committee has the primary responsibility to Maintain Shared Facilities, but the owner of a Burdened lot is required to Maintain a Shared Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

(i) that part of the Easement Site and Heritage Kiln will be a Shared Facility which will be Maintained by the Committee; and

(ii) notwithstanding 11.3(a)(ii) and 11.3(b)(i), the costs associated with the Committee Maintaining the Easement Site and Heritage Kiln as a Shared Facility will be allocated under this instrument are set out below:

Cost item	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Method of dividing cost
Easement for Access for Recreation and Maintenance and repair, Variable Width & Limited in Stratum numbered 10 in the Plan	25%	0%	25%	25%	25%	The costs are shared between the relevant Lot owners and must be contributed by those Lot owners in the relevant proportions.

12. **TERMS OF EASEMENT FOR CAR WASH BAY NUMBERED 11 IN THE PLAN**

12.1 The owner of each Benefited Lot and every Authorised Person has at all times an unrestricted right:

(a) enter and remain on the parts of the Burdened lot shown as CW in the Plan, (**Easement Site**); for the purposes of utilising the car wash bay in those parts of the Easement Site designated for washing of motor vehicles; and

(b) gain access to the Easement Site by passing and repassing by vehicle over vehicular carriageways in the Burdened Lot and on foot by the most reasonably direct route.

12.2 In exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

Proprietor(s)

Approved by Sutherland Shire Council
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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 of the Conveyancing Act 1919.

(Sheet 23 of 26 sheets)

Plan:

DP1215830

Building Stratum Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061, DA15/1134 dated 1.6.2018

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened Lot or any other person entitled to use the Easement Site;

(b) promptly repair any damage which the owner of a Benefited lot and Authorised Persons cause to the Lot Burdened or the Easement Site;

(c) only use the Easement Site for their intended purposes;

(d) comply with the Management Statement and any applicable Rules; and

(e) comply with any reasonable directions of:

(i) the Committee or any person authorised by the Committee; or

(ii) the owner of the Burdened lot.

12.3 The owner of each Benefited lot and every Authorised Person acknowledges and agrees that access to the Easement Site or Burdened Lot may be regulated by security gate or other security devices to regulate the flow of vehicular and pedestrian access into the Burdened Lot. The Burdened Lot agrees to provide the Benefited lot and its Authorised Persons with access to any security gate and other security devices as necessary (at the Benefited lot's cost) to allow the Benefited lot and its Authorised Persons to exercise its right under this easement.

12.4 The Burdened Lot may temporarily suspend access to, and use of, parts of the Easement Site in an emergency or for maintenance purposes on the following conditions:

(a) except in an emergency, the Burdened Lot must give reasonable notice of its intention to suspend use of parts of the Easement Site by notice posted on or near the relevant area; and

(b) the Burdened Lot must suspend use of parts of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

13. **TERMS OF EASEMENT FOR VISITOR CAR PARKING NUMBERED 12 IN THE PLAN**

13.1 The owner of each Benefited Lot and every Authorised Person has at all times an unrestricted right:

(a) enter and remain on that part of the Burdened Lot designated as a Visitor Parking Space for the purposes of parking motor vehicles; and

(b) gain access to a Visitor Parking Space by passing and repassing by vehicle over vehicular carriageways in the Lot Burdened and on foot by the most reasonably direct route.

Proprietor(s)

Approved by Sutherland Shire Council

Simone Plummer
Manager, Development
Assessment & Certification

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 of the Conveyancing Act 1919.

ePlan

(Sheet 24 of 26 sheets)

Plan:

DP1215830

Building Stratum Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061, DA15/1134 dated 1.6.2018

13.2 In exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Visitor Parking Spaces;

(b) promptly repair any damage which the owner of a Benefited lot and Authorised Persons cause to the Lot Burdened or the Visitor Parking Spaces;

(c) only use a Visitor Parking Space for its intended purposes;

(d) comply with the Management Statement and any applicable Rules; and

(e) comply with any reasonable directions of:

(i) the Committee or any person authorised by the Committee; or

(ii) the owner of the Burdened lot.

13.3 The owner of each Benefited lot and every Authorised Person acknowledges and agrees that access to the Visitor Parking Spaces or Burdened Lot may be regulated by security gate or other security devices to regulate the flow of vehicular and pedestrian access into the Burdened Lot. The Burdened Lot agrees to provide the Benefited lot and its Authorised Persons with access to any security gate and other security devices as necessary (at the Benefited lot's cost) to allow the Benefited lot and its Authorised Persons to exercise its right under this easement.

13.4 The Burdened Lot may temporarily suspend access to, and use of, the Visitor Parking Spaces in an emergency or for maintenance purposes on the following conditions:

(a) except in an emergency, the Burdened Lot must give reasonable notice of its intention to suspend use of parts of the Visitor Parking Spaces by notice posted on or near the relevant area; and

(b) the Burdened Lot must suspend use of parts of the Visitor Parking Spaces only for the period required to remedy an emergency or to maintain the Visitor Parking Spaces.

Proprietor(s)

Approved by Sutherland Shire Council

Simone Plummer
Manager, Development
Assessment & Certification

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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 of the Conveyancing Act 1919.

(Sheet 25 of 26 sheets)

Plan:

DP1215830

Building Stratum
Subdivision of Lot 2 in DP1215968 covered by Subdivision Certificate No. Subcert18/0061, DA15/1131 dated 1.6.2018

Sutherland Shire Council

under s.378 Local Government Act 1993

Simone Plummer
Manager, Development
Assessment & Certification

Signature of witness

Maisie Williams

Name of witness

c/- 4-20 Eton Street, Sutherland NSW 2232

EXECUTED by South Village Pty Limited ACN 164 771 224 in accordance with section 127 of the Corporations Act:

Signature of Director

Brian Boyd

Name of Director (block letters)

Signature of ~~Director~~/Secretary

Brian Bailison

Name of ~~Director~~/Secretary (block letters)

Proprietor(s)

~~Approved by Sutherland Shire Council~~

~~Simone Plummer~~
~~Manager, Development~~
~~Assessment & Certification~~

ePlan

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 of the Conveyancing Act 1919.

(Sheet 26 of 26 sheets)

Plan:

DP1215830

Building Stratum
Subdivision of Lot 2 in
DP1215968 covered by
Subdivision Certificate
No. Subcert18/0061, DA15/113
dated 1.6.2018

SIGNED SEALED AND DELIVERED by)
KIT LIEW)
as attorney for ANZ FIDUCIARY SERVICES PTY LTD **(ACN: 100 709 493)**
under registered power of attorney)
Book 4711 No. 227)
dated 12/07/18 in the presence of:)

.....

Signature of witness

ALISON CARLIN

.....

Name of witness (block letters)

242 PITT ST SYDNEY NSW 2000

.....

Address of witness (block letters)

.....

By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney

REGISTERED 9.08.2018

.....

Proprietor(s)

Approved by Sutherland Shire Council

.....

Simone Plummer
Manager, Development
Assessment & Certification

Form: 11R
Licence: 05-11-683
Licensee: Softdocs
HFW Australia

REQUEST

New South Wales
Real Property Act 1900

AN597454W

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) **STAMP DUTY** — If applicable. Revenue NSW use only

(B) **TORRENS TITLE** — 1/1215830, 2/1215830, 3/1215830, 4/1215830 and 5/1215830

(C) **REGISTERED DEALING**

Number	Torrens Title

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
LW	DAW & WALTON C8/372 WATTLE ST ULTIMO NSW 2007 Reference (optional): 02 8065 1156	R

(E) **APPLICANT** — SOUTH VILLAGE PTY LIMITED (ACN 164 771 224)

(F) **NATURE OF REQUEST** — Recording of Management Statement pursuant to section 196D of the Conveyancing Act 1919 (NSW)

(G) **TEXT OF REQUEST** — The Applicant requests that the Management Statement be registered with Deposited Plan 1215830 pursuant to section 196D of the Conveyancing Act 1919 (NSW)

DATE ..... / ..... / .....

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: SOUTH VILLAGE PTY LIMITED
(ACN 164 771 224)
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: William Morgan
Office held: Director

Signature of authorised person:

Name of authorised person: Brian Bailison
Office held: Secretary

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

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Req:R421890 /Doc:DL AN597454 /Rev:15-Oct-2018 /Sts:NO.OK /Pgs:ALL /Prt:16-Oct-2018 08:55 /Seq:2 of 66
Re DocuSign Envelope ID: 73FA2D73-53A2-471B-80B0-2B5B71AF0C2B

Office Use Only	Office Use Only
Registered:	

Approved Form 12

Management Statement

566-594 Princes Highway, Kirrawee NSW

Note: This management statement has effect as an agreement under seal binding:

(a) an owners corporation of a strata scheme for part of the building;
(b) an owner, mortgagee in possession or lessee of any lot in a strata scheme for part of the building; and
(c) another person in whom is vested the fee simple of a part of the building or site affected by the statement; and
(d) the mortgagee in possession or lessee of a part of the building or site referred to in (c).

(See section 105 Strata Schemes Development Act 2015)

And

(a) each owner for the time being of any part of the building or its site affected by the statement; and
(b) any mortgagee in possession or lessee or sublessee of any part of the building or its site affected by the statement.

(See section 196I Conveyancing Act 1919)

Req:R421890 /Doc:DL AN597454 /Rev:15-Oct-2018 /Sts:NO.OK /Pgs:ALL /Prt:16-Oct-2018 08:55 /Seq:3 of 66
Re DocuSign Envelope ID: 73FA2D73-53A2-471B-80B0-2B5B71AF0C2B

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1. Defined terms and interpretation

1.1 Defined terms

In this document:

Administrative Fund	The fund established by the Committee according to clause 17.1 to pay for the day to day expenses of operating, repairing and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.
Authority	Includes: (a) any government in any jurisdiction, whether federal, state, territorial or local; (b) any provider of public utility services, whether statutory or not; and (c) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Land or any part of it or any utility provider.
Building	The building on the Land.
Building Manager	The building manager appointed by the Committee under clause 6.4.
Business Day	A day on which banks in New South Wales are open for business, excluding a Saturday and a Sunday.
Chairperson	The chairperson of the Committee.
Commercial Stratum Lot	A Stratum Lot that is predominantly used for commercial and retail purposes.
Committee	The building management committee established and maintained by the Members under clause 4 and required under the Conveyancing Act and the Strata Legislation.
Common Property	The common property of a Strata Scheme.
Conveyancing Act	The *Conveyancing Act* 1919 (NSW).
Council	Sutherland Shire Council.
Council Lot	A Stratum Lot owned by Council.

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Development Act	The *Strata Schemes Development Act 2015* (NSW).
Emergency Meeting	A meeting convened in an emergency in accordance with clause 13.2 and held in accordance with clauses 13 to 16 (inclusive).
Financial Member	A Member who has paid the Committee: (a) all Administrative Fund and Sinking Fund contributions; and (b) all other money owing to the Committee by that Member under this Management Statement, which are due and payable before the Meeting or Emergency Meeting commences.
General Resolution	A motion passed at a Meeting or Emergency Meeting by majority vote of the Financial Members attending the Meeting or Emergency Meeting.
Institute	The Resolution Institute (https://www.resolution.institute/).
Land	Lots 1 – 5 in deposited plan 1215830 (certificates of title folio identifier 1/1215830, 2/1215830, 3/1215830, 4/1215830 and 5/1215830) located at 566-594 Princes Highway, Kirrawee NSW 2232 (however that real property may be subdivided, consolidated, titled or retitled from time to time).
Management Act	The *Strata Schemes Management Act 2015* (NSW).
Management Statement	This management statement.
Meeting	A meeting of the Committee held in accordance with clauses 13 to 16 (inclusive). A Meeting includes a meeting held in writing in accordance with clause 15.6.
Member	(a) The owner of each Stratum Lot; and (b) if a Stratum Lot is subdivided by a strata plan to create a Strata Scheme, the Member is the Owners Corporation of that strata scheme.
Occupier	The occupier, mortgagee in possession, lessee or licensee of: (a) a Stratum Lot or part of a Stratum Lot; or (b) a Strata Lot.

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Officer	The Secretary, Treasurer or Chairperson of the Strata Management Committee.
Outstanding Levy Certificate	A certificate provided by the Committee in accordance with clause 5.5.
Owner	The owner of: (a) a Stratum Lot or part of a Stratum Lot; or (b) a Strata Lot.
Owners Corporation	The owners corporation for a Strata Scheme.
Representative	A natural person appointed by a Member to represent that Member at Meetings and Emergency Meetings and, where a Member is an Owners Corporation, is appointed by a Special Resolution of that Owners Corporation in accordance with the Development Act.
Relevant Authority	Any Authority exercising any powers or functions under any applicable laws.
Residential Stratum Lot	A Stratum Lot that is predominantly used for residential purposes.
Resolution	A General Resolution or a Unanimous Resolution, as the case may require.
Rules	Rules made by the Committee in accordance with clause 4.4 about the management, operation, maintenance and control of the Building and the Shared Facilities.
Secretary	The secretary of the Committee.
Service Provider	A person who provides services to the Committee including, without limitation, operational, maintenance, repair and replacement services for Shared Facilities.
Shared Facilities	(a) services, facilities, machinery, equipment and other items used by 2 or more Members; (b) services, facilities, machinery, equipment and other items located in a Stratum Lot of a Member but used by another Member; (c) costs for items such as Strata Manager fees and Building Manager fees and premiums for insurances effected by the Committee;

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(d) access ways, common areas, easement rights;

(e) the items described in clause 26 and Schedule 1; and

(f) facilities and services added or created as shared facilities in accordance with clause 26.

Signage	Any sign, placard, banner, notice or other marketing material, whether digital or static.
Sinking Fund	The fund established by the Committee according to clause 17.2 to pay for the renewal and replacement of Shared Facilities.
Special Resolution	Has the same meaning as given to that term in the Management Act.
Strata Legislation	The Development Act, the Management Act and any other law or subsidiary legislation applicable to strata schemes.
Strata Lot	A lot in a Strata Scheme.
Strata Manager	The strata managing agent appointed by the Committee under clause 7 to perform functions for the Committee.
Strata Scheme	The scheme created by the subdivision of a Stratum Lot by a strata plan.
Stratum Lot	A stratum lot in the Building.
Substitute Representative	A natural person appointed by a Member to represent that Member for the purpose of this Management Statement as a substitute for that Member's Representative.
Treasurer	The treasurer of the Committee.
Unanimous Resolution	A motion passed at a Meeting or Emergency Meeting, against which no Financial Member attending the Meeting or Emergency Meeting, casts a vote.
Work	Any repairs, alterations or additions.

1.2 Rules of interpretation

(a) In this Management Statement a reference to:

(i) a thing includes the whole or each part of it; and

(ii) the singular includes the plural and vice versa; and

(iii) a document includes any variation or replacement of it; and

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(iv) a day means the period starting at midnight and ending 24 hours later; and

(v) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and

(vi) a person includes that person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns and includes a corporation; and

(vii) 'includes' and 'including' are not words of limitation.

(b) Headings are for convenience and do not affect the interpretation of this Management Statement.

(c) The rights, powers and remedies in this Management Statement are in addition to those provided by law.

(d) If the whole or any part of a provision of this Management Statement is void, unenforceable or illegal, then that provision or part provision is severed from this Management Statement and the remainder of this Management Statement has full force and effect unless the severance alters the basic nature of this Management Statement or is contrary to public policy.

(e) The provisions of this Management Statement incorporate and are subject to the provisions implied by clause 5, Schedule 4 of the Development Act, except to the extent this Management Statement provides otherwise.

2. Background

2.1 About Kirrawee

The vision for the Land is to create a contemporary mixed use development that enhances and contributes to a 'village' ambience and character and becomes a focal point for the community. The Land had a previous use as a brick-pit so the development presents a unique opportunity by utilising the deep pit excavation to place the majority of the car parking, loading and retail facilities below a ground floor podium for a distinctive garden-type residential development above a significant shopping centre with restaurants and cafes, a full in-line supermarket and a village square.

The Land and Building is the subject of a stratum subdivision comprising:

Lot	Description	Type
1	Commercial lot and retail shopping centre, associated car parking, rooftops and airspace	Commercial Stratum Lot

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Lot	Description	Type
2	Council community facility	Council Lot
3	Residential buildings A, B and C with associated car parking and heritage kiln, which is or may be subdivided by a strata plan	Residential Stratum Lot
4	Residential buildings D and E with associated car parking, which is or may be subdivided by a strata plan	Residential Stratum Lot
5	Residential buildings F and G with associated car parking, which is or may be subdivided by a strata plan	Residential Stratum Lot

2.2 How does the Management Statement apply?

(a) A Management Statement of this kind contains a set of rules regulating the management and operation of a building which is comprised of:

(i) two or more Stratum Lots;

(ii) at least one Strata Scheme and at least one Stratum Lot or non-Strata Scheme lot; or

(iii) two or more Strata Schemes.

(b) This Management Statement binds each Owner, each Owners Corporation and others who have an interest in or occupy the Building, conferring rights and obligations on them as separate persons or as a group, as the case may be.

(c) This Management Statement is an essential document to any person who has an interest in or occupies the Building.

2.3 Registration of this Management Statement

(a) The parties intend to procure registration of this Management Statement as a "building management statement" for the purposes of Division 3B of Part 23 of the Conveyancing Act as soon as reasonably practicable after the date of this Management Statement.

(b) The parties acknowledge and agree that:

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(i) the Residential Stratum Lots are intended to be subdivided by strata plans to create Strata Schemes;

(ii) following registration of the strata plan that creates the first Strata Scheme:

(A) this Management Statement will cease to have effect as a building management statement pursuant to section 196J of the Conveyancing Act; and

(B) this Management Statement will be taken to be the registered strata management statement for the Building pursuant to section 108 of the Development Act; and

(iii) the requirement under the Development Act for this Management Statement to be separately registered as a strata management statement will be waived pursuant to section 99 of the Development Act by virtue of this Management Statement being a registered building management statement at the time of registration of the strata plan that creates the first Strata Scheme.

3. Compliance with Management Statement

3.1 Parties bound

The parties who must comply with this Management Statement are:

(a) the Members; and

(b) the Owners; and

(c) the Occupiers; and

(d) mortgagees in possession of:

(i) a Stratum Lot or part of a Stratum Lot; or

(ii) a Strata Lot.

3.2 By laws for Strata Schemes

The by laws for a Strata Scheme may contain obligations with which Owners and Occupiers of Strata Lots must comply, in addition to this Management Statement. If there are any conflicts or inconsistencies between a by law and this Management Statement, this Management Statement will prevail to the extent of the inconsistency.

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4. Establishment of Committee

4.1 Members of Committee

(a) The Owner of each Stratum Lot is a Member of the Committee.

(b) Under the Conveyancing Act, each owner of a part of the Building must be a member of the Committee and any such owner may be excluded from membership but only with the written consent of that owner.

(c) For a Stratum Lot subdivided by a strata plan, the Member is the Owners Corporation for the Strata Scheme.

(d) Under the Strata Legislation:

(i) an Owners Corporation is not required to be a Member of the Committee if the Owners Corporation decides, by Special Resolution, not to be a Member and all the other Members agree; and

(ii) an Owner, other than an Owners Corporation, is not required to be a Member of the Committee if the Owner, by written notice given to the Committee, asks not to be a Member and all the other Members agree.

4.2 Establishing the Committee

(a) The Members must:

(i) establish the Committee to manage and operate the Building on behalf of the Members within one month after registration of this Management Statement; and

(ii) ensure that the Committee is properly constituted and that there is always a Committee.

(b) Each Member:

(i) must appoint a natural person to represent and vote for it at Meetings and Emergency Meetings of the Committee; and

(ii) may appoint a natural person as a Substitute Representative to represent the Member at Meetings and Emergency Meetings if the Representative of that Member cannot attend.

(c) Members may appoint a new Representative or Substitute Representative at any time.

(d) Members must give written notice to the Committee of:

(i) the address, telephone and facsimile numbers of their Representative, Substitute Representative and Occupiers of their Stratum Lots; and

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(ii) for the Owners Corporation (if any), the name, telephone number, current address and fax number of its strata managing agent, and any change to those details from time to time.

(e) The appointment of a previous Representative or Substitute Representative is terminated when the Committee receives written notice of the new appointment.

(f) Members may serve notices and other documents on the Committee in the manner contemplated by clause 31.

4.3 Acts by Representatives

Anything done by a Representative on behalf of the Member appointing that Representative has the same effect as if done by that Member.

4.4 Functions of Committee

The functions of the Committee are to:

(a) carry out the duties set out in this Management Statement; and

(b) make decisions about matters in this Management Statement; and

(c) operate, maintain, renew and replace Shared Facilities; and

(d) determine, levy and recover contributions for the Administrative Fund and Sinking Fund and make payment from those funds; and

(e) change or add to Shared Facilities; and

(f) control in a fair manner the use of Shared Facilities; and

(g) make Rules for the management and operation of the Building; and

(h) monitor the performance of the Building Manager; and

(i) create and implement a maintenance program for Shared Facilities; and

(j) effect insurances according to the Conveyancing Act, the Management Act and this Management Statement; and

(k) arrange for maintenance and other contracts so that insurances are not affected; and

(l) consider and determine any other matter that the Members determine should be considered by the Committee; and

(m) comply with any other obligation under the Conveyancing Act, the Development Act and the Management Act.

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5. Rights and obligations of Owners and Occupiers

5.1 General obligations

(a) In addition to any obligations imposed by the Conveyancing Act, the Management Act, the Development Act and any other provisions of this Management Statement, Owners and Occupiers must:

(i) act reasonably and in good faith in their dealings with the Committee and other Owners and Occupiers; and

(ii) ensure, as far as is reasonable, that the Building is efficiently managed to a standard appropriate to its permitted use; and

(iii) promptly pay Administrative Fund contributions and Sinking Fund contributions and other amounts owed to the Committee; and

(iv) comply with the decisions of the Committee; and

(v) comply with the Rules.

(b) If an Owner transfers the freehold interest in its Stratum Lot or subdivides its Stratum Lot by a strata plan under the Development Act, the Owner must (at its own cost) procure the new owner of its Stratum Lot or the Owners Corporation created upon subdivision of its Stratum Lot by a strata plan to become a party to each contract relating to the provision of services to the Building.

(c) An Owner which fails to comply with clause 5.1(b) is liable for any liability, loss, claim or damages sustained by the other Owners as a result of its non-compliance.

(d) An Owner or Occupier of any of the Residential Stratum Lots or the Council Lot cannot compel the Owner or any Occupier of the Commercial Stratum Lot to do anything that may affect the Commercial Stratum Lot in any way.

5.2 Owners and Occupiers

Owners and Occupiers must:

(a) promptly comply with:

(i) their obligations under this Management Statement, the Conveyancing Act, the Management Act and the Development Act; and

(ii) decisions of the Committee; and

(iii) the Rules;

(b) not interfere with Shared Facilities other than in accordance with this Management Statement; and

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(c) except in an emergency, give other Owners and Occupiers access to their part of the Building in accordance with this Management Statement; and

(d) in an emergency, give Owners and Occupiers access to fire stairs, passages and all other egress routes in their part of the Building necessary to exit the Building; and

(e) give other Owners and Occupiers access to use, maintain, repair and replace Shared Facilities located in their part of the Building in accordance with this Management Statement.

5.3 Maintenance obligations

(a) In this clause 5.3, a reference to an Owner or Occupier includes the Representative (if applicable), Substitute Representative (if applicable), contractors, employees and agents of that Owner or Occupier.

(b) Except for Shared Facilities and subject to this Management Statement, each Owner and Occupier must at its own cost:

(i) maintain and keep its Stratum Lot or part of its Stratum Lot in good repair; and

(ii) maintain and keep the facade and other external finishes, fixtures or fittings in its Stratum Lot or its part of the Stratum Lot in good repair; and

(iii) maintain, inspect and operate plant and equipment owned or used exclusively by the Owner or Occupier to a standard recommended by the manufacturer or the applicable Australian standard.

(c) Each Owner and Occupier is liable for damage or loss caused to each other Owner or Occupier by a failure to do something under this Management Statement (except damage or loss caused or contributed to by the Owner or Occupier suffering the damage or loss).

5.4 Rights to inspect books and records of the Committee

(a) Owners (or persons authorised in writing by them) may inspect the books and records of the Committee by:

(i) applying in writing to the Secretary; and

(ii) paying the Committee a reasonable inspection fee calculated on an hourly basis or such other amounts as the Management Act requires for the inspection of the books and records of an owners corporation.

(b) The Secretary must allow an applicant to inspect the books and records of the Committee within 10 Business Days after the applicant makes a written application and pays the inspection fee (or the later of those obligations if not done simultaneously).

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(c) The applicant may (at its own cost) take extracts from or copy the books and records but may not remove the books and records.

5.5 Outstanding Levy Certificates

(a) Owners (or persons authorised in writing by them) may apply for an Outstanding Levy Certificate by:

(i) applying in writing to the Treasurer; and

(ii) paying a reasonable fee as set by the Committee.

(b) The Treasurer must include in an Outstanding Levy Certificate the following information in relation to the Owner specified in the application:

(i) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable; and

(ii) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are payable; and

(iii) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions; and

(iv) any amount recoverable for work carried out by the Committee under this Management Statement; and

(v) any amount and rate of interest payable to the Committee under this Management Statement; and

(vi) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

(c) The Treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.

(d) An Outstanding Levy Certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in a Stratum Lot or the Land.

5.6 Insurance obligations

(a) Except as otherwise provided in this Management Statement or prohibited by law, Owners must effect:

(i) public liability insurance; and

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(ii) machinery breakdown insurance for plant and equipment in their part of the Building that is not a Shared Facility and is not covered under warranty; and

(iii) for an Owners Corporation, contents insurance for its Common Property,

and Owners may wish to use the same insurer appointed by the Committee for its public liability insurance policy and building insurance policy, but are not obliged to do so.

(b) Owners must obtain consent from the Committee to do anything that might:

(i) void or prejudice insurances effected by the Committee; or

(ii) increase an insurance premium payable by the Committee.

(c) If an Owner does anything to increase an insurance premium paid by the Committee:

(i) that Owner must pay the amount by which the premium is increased; and

(ii) the Committee may add that amount to the Administrative Fund contribution payable by that Owner.

5.7 Additional obligations of Owners Corporation

(a) The Owners Corporation must give each Member notices of its general meetings and meetings of its strata committee as if the Member receiving the notice is a member of the Owners Corporation or its strata committee.

(b) The Owners Corporation must allow the Representative or Substitute Representative of each other Member to:

(i) attend its general meetings; and

(ii) address meetings in regard to matters affecting this Management Statement or those Members.

(c) The Owners Corporation must not make by laws that are inconsistent with this Management Statement.

(d) If there is an inconsistency between the by laws and this Management Statement, the Owners Corporation must amend the inconsistent by law to make it consistent with this Management Statement.

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6. Officers of the Committee

6.1 Officers of the Committee

(a) The Members of the Committee must appoint a Chairperson, a Treasurer and a Secretary by General Resolution within one month of the date of the registration of this Management Statement.

(b) An Officer will hold that position until he resigns or is removed by the Committee and a replacement Officer appointed in that role.

6.2 Duties of the Secretary

The Secretary shall:

(a) convene meetings of the Committee; and

(b) prepare and distribute notices and minutes of meetings of the Committee; and

(c) perform administrative and secretarial functions for the Committee; and

(d) perform any other function or duty imposed on the Secretary by the Conveyancing Act, the Strata Legislation or this Management Statement; and

(e) deal with correspondence to and from the Committee.

6.3 Duties of the Treasurer

The Treasurer will:

(a) prepare budgets and financial statements of the Committee; and

(b) prepare audit reports; and

(c) send notices of, and collect, Administrative Fund and Sinking Fund contributions from Members; and

(d) operate the bank account of the Committee; and

(e) keep and maintain the accounting records of the Committee; and

(f) perform any other function or duty imposed on the Treasurer by the Conveyancing Act, the Strata Legislation or this Management Statement; and

(g) issue the Outstanding Levy Certificates.

6.4 Appointment of a Building Manager

(a) The Committee may appoint a Building Manager to assist the Committee to carry out its duties under the Conveyancing Act, the Strata Legislation and this

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Management Statement. The Committee may determine the terms of the appointment including any remuneration for the Building Manager.

(b) The Committee may delegate to the Building Manager some or all the functions of an Officer.

(c) The Committee may not delegate to the Building Manager:

(i) a function of the Committee which the Committee is required to exercise by Unanimous Resolution;

(ii) a function of the Committee which is required to be exercised only by the Committee under the Conveyancing Act, the Strata Legislation or this Management Statement;

(iii) the power to determine Administrative Fund or Sinking Fund contributions; or

(iv) the power to incur expenditure greater than $10,000 in aggregate in a financial year.

7. Strata Manager

7.1 Appointment

(a) The Committee may appoint and enter into agreements with a Strata Manager to assist the Committee perform its functions and, in particular, the functions of the Secretary and the Treasurer.

(b) The Strata Manager must have the licences required by law to be a strata managing agent.

(c) An agreement between the Committee and the Strata Manager must:

(i) be in writing and be signed by each Member and the Strata Manager; and

(ii) reserve the power for the Committee and the Officers to continue to exercise the functions which the Committee has delegated to the Strata Manager; and

(iii) allow the Strata Manager to terminate the agreement if the Strata Manager is not appointed by one or more Owners Corporations (if any) as its strata managing agent; and

(iv) contain provisions about the rights of the Committee and the Strata Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

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7.2 Delegation of functions

The Committee may delegate to the Strata Manager some or all of the functions of the Committee and the Officers except:

(a) this power of delegation; and

(b) the function to determine Administrative Fund and Sinking Fund contributions; and

(c) functions which the Committee decides by Unanimous Resolution may be performed only by the Committee; and

(d) functions which are required to be exercised only by the Committee and the Officers under the Strata Legislation or this Management Statement.

7.3 Owners Corporation obligation

Subject to the operation of law, any Owners Corporation must appoint and retain under and in compliance with section 49 of the Management Act the same Strata Manager as the Committee appoints under this clause 7.

8. Emergencies

8.1 Interpretation

In this clause 8, references to the Committee include persons authorised by the Committee (which, as at the date of this Management Statement, is the Owner of the Commercial Stratum Lot) and Service Providers.

8.2 Powers

(a) In an emergency, the Committee may do anything in the Building that Owners or Occupiers should have done under this Management Statement but which, in the opinion of the Committee acting reasonably, was not done or was not done properly.

(b) To exercise its rights under this clause, the Committee may:

(i) enter any part of the Building as is necessary having regard to the nature of the emergency and stay there for a long as necessary; and

(ii) do what is required to remedy the emergency, provided that the Committee does not interfere unreasonably with the lawful use by an Owner or Occupier of its part of the Building.

(c) If the Committee carries out work under this clause that an Owner or Occupier ought to have carried out, that Owner or Occupier must pay the Committee its reasonable costs for carrying out the work. The Committee must provide information reasonably required about costs incurred under this clause.

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(d) The Committee is not liable for damage arising out of the exercise of its rights under this clause (except for damage it causes wilfully or negligently).

9. Insurance

9.1 Statutory insurance

The Committee must:

(a) obtain a damage policy for the Building and other insurances in accordance with clauses 3 and 4 of Schedule 8A of the Conveyancing Act; and

(b) effect building insurance for the Building in accordance with the Management Act.

9.2 Other insurances

(a) In addition to its statutory insurance obligations, the Committee must also effect:

(i) machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty; and

(ii) public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 164(2) of the Management Act for an Owners Corporation; and

(iii) workers compensation insurance if required by law; and

(iv) enough insurance cover to pay for increased costs during the period of insurance.

(b) The Committee may effect other types of insurance including, but not limited to, office bearers liability insurance for its Officers.

9.3 Valuations

The Committee must have the:

(a) Building valued for insurance purposes in accordance with the requirements of the Management Act by a qualified valuer or quantity surveyor who has:

(i) a minimum of 5 years experience; and

(ii) experience in valuing for insurance purposes buildings like the Building; and

(b) first valuation carried out within 12 months after registration of the first Strata Scheme in the Building.

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9.4 Sum insured

(a) The Committee must insure the Building for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Committee acting reasonably).

(b) Each year the Committee must:

(i) review its current insurance policies; and

(ii) decide whether it needs new policies and, if so, effect those policies; and

(iii) decide whether it needs to adjust current policies and, if so, adjust those policies.

(c) The Secretary must include a motion on the agenda for a Meeting to determine these matters.

9.5 New risks

The Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Committee or Shared Facilities.

9.6 Insurance records

The Committee must:

(a) keep with its books and records, all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances it effects under this clause; and

(b) provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

10. Books and records

(a) The Committee must keep books and records relating to the exercise of its functions according to this clause 10.

(b) The books and records that the Committee must keep include, without limitation:

(i) an up-to-date copy of this Management Statement; and

(ii) its agreement(s) (if any) with any Strata Manager or Building Manager; and

(iii) its agreements with Service Providers, contractors, tradespersons and any other persons in relation to Shared Facilities; and

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(iv) an up-to-date record of address and other details for each Member, Representative and Substitute Representative provided by Members; and

(v) notices and minutes of Meetings and Emergency Meetings; and

(vi) voting papers for Meetings and Emergency Meetings ; and

(vii) financial statements; and

(viii) copies of Outstanding Levy Certificates; and

(ix) audit reports; and

(x) budgets; and

(xi) notices served on the Committee; and

(xii) correspondence sent to and by the Committee; and

(xiii) insurance records; and

(xiv) all other records relating to the administration and operation by the Committee.

(c) The Committee must keep copies of its records for a least 7 years form the date of the record.

11. Committee to act on behalf of Members

(a) Each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for all the Members and take legal proceedings about:

(i) the failure of a Member to pay Administrative Fund or Sinking Fund contributions; and

(ii) the failure of an Owner or Occupier to comply with its obligations under this Management Statement.

(b) Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by General Resolution.

(c) This clause does not prevent a Member from taking legal proceedings in its own name.

12. Consents by the Committee

(a) The Committee may provide consents under this Management Statement only at a Meeting or an Emergency Meeting.

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(b) Unless a clause in this Management Statement states otherwise, the Committee may:

(i) give consents under this Management Statement by General Resolution; and

(ii) impose conditions in granting its consent.

(c) The Committee may revoke its consent if the person who has been granted the consent does not comply with:

(i) conditions imposed by the Committee in granting its consent; and

(ii) the clause under which the Committee granted the consent.

13. Meetings of the Committee

13.1 Meetings

The Committee must convene a meeting at least every 6 months or earlier if:

(a) the Committee resolves to hold the Meeting;

(b) the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager);

(c) two or more Members (one of which must be the Owner of the Commercial Stratum Lot) make a written request to the Secretary to convene a Meeting; or

(d) it is necessary to appoint a replacement Officer.

13.2 Emergency Meetings

(a) The Committee may deal only with matters which require a Resolution at an Emergency Meeting.

(b) A Member may convene an Emergency Meeting if:

(i) there is an emergency or other urgent matter which must be determined by the Committee; and

(ii) in the reasonable opinion of the Owner of the Commercial Stratum Lot, the circumstances of the emergency are such that it is impractical to wait the required notice period for a Meeting.

13.3 Convening meetings

A Meeting or an Emergency Meeting may be convened by:

(a) the Secretary;

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(b) another Officer if the Secretary is absent or unable to convene the meeting; or

(c) the Strata Manager (if the Committee has delegated that function to the Strata Manager).

14. Notices and agendas

14.1 Information in notice of meeting

A Member can convene a Meeting or, subject to clause 13.2(b) an Emergency Meeting, by giving each other Member at least 10 Business Days notice of the Meeting that sets out:

(a) the time, date and venue of the Meeting or Emergency Meeting; and

(b) an agenda for the Meeting or Emergency Meeting.

14.2 Agenda for Meeting

The agenda for a Meeting must:

(a) include details of all business which the Committee will deal with at the Meeting. The Committee cannot deal with business that is not on the agenda; and

(b) include motions which Members have requested the Committee in writing to include on the agenda for the next Meeting, and the type of Resolution required to pass such motions; and

(c) be accompanied by a copy of the minutes of the last Meeting; and

(d) include a motion to adopt the minutes of the last Meeting.

14.3 Agenda for Emergency Meeting

The agenda for an Emergency Meeting must:

(a) include details of the emergency and the actions proposed to be taken at the time of the notice to deal with the emergency; and

(b) include the terms of the motions for Resolutions to take the actions proposed to deal with the emergency and the type of Resolution required to pass such motions.

14.4 Meeting to consider levy contributions

A notice to convene a Meeting to determine Administrative Fund contributions or Sinking Fund contributions must include:

(a) the budget prepared by the Committee according to clause 19; and

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(b) the current audit report prepared by the Committee according to clause 21; and

(c) the current audited financial statement prepared by the Committee according to clause 21.

14.5 Service of notice of Meeting

Notice of a Meeting must be served on each Member notice by sending it to:

(a) the address of the Member; and

(b) the fax number of the Member; or

(c) a combination of the above methods.

14.6 Service of notice of Emergency Meeting

Notice of an Emergency Meeting may:

(a) give each Member notice of the Emergency Meeting by the most appropriate method in the circumstances (such as by telephone); and

(b) give the amount of notice of the Emergency Meeting reasonably appropriate in the circumstances.

15. Meeting procedures

15.1 Conduct

Subject to this Management Statement, the Committee may meet to conduct its business, adjourn and otherwise regulate Meetings and Emergency Meetings as it thinks fit.

15.2 Quorum

(a) A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions.

(b) A quorum for a Meeting or an Emergency Meeting is a majority of the Members which majority must include the Owner of the Commercial Stratum Lot. That is, a Meeting or Emergency Meeting cannot be held without the Owner of the Commercial Stratum Lot being available to attend the Meeting.

15.3 Failure to obtain quorum

(a) If a quorum is not present within 30 minutes after a Meeting or Emergency Meeting is due to commence, the Committee must adjourn the Meeting or Emergency Meeting to a time and place determined by the Chairperson at the Meeting or Emergency Meeting.

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(b) If a Meeting or Emergency Meeting is adjourned, the person who convened the Meeting or Emergency Meeting must give notice of the adjournment to each Member at least 2 Business Days before the adjourned Meeting or Emergency Meeting is due to be held.

15.4 Quorums at adjourned Meetings

A quorum at an adjourned Meeting or Emergency Meeting is 2 Members, one of which must be the Owner of the Commercial Stratum Lot. That is, an adjourned Meeting or Emergency Meeting cannot be held without the Owner of the Commercial Stratum Lot being available to attend the adjourned Meeting or the Emergency Meeting.

15.5 Attendance at Meetings

An Owner of a Strata Lot or an Occupier may attend a Meeting but may only address the Meeting with the consent of the Chairperson.

15.6 Meetings in writing

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if:

(a) the person who convenes the Meeting serves notice of the Meeting according to this Management Statement; and

(b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and

(c) the required number of Members approve the motions in the agenda, complete their voting papers and return them to the person who convened the Meeting before the Meeting is due to commence.

15.7 Voting at Emergency Meetings

A Member may cast a vote at an Emergency Meeting:

(a) by telephone to the telephone numbers of the person who convened the Emergency Meeting; or

(b) personally to the person who convened the Emergency Meeting; or

(c) by fax to the address or fax number of the person who convened the Emergency Meeting; or

(d) by email to the email address of the person who convened the Emergency Meeting.

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15.8 Minutes

The Secretary must distribute minutes of Meetings or Emergency Meetings to each Member within 10 Business Days after the Meeting or Emergency Meeting, as the case may be.

16. Voting rights

16.1 Voting rights of Members

(a) The only Members entitled to vote at Meetings and Emergency Meetings are Financial Members.

(b) Votes may be cast by such Members by:

(i) the Member, if a natural person; or

(ii) the Member's Representative or Substitute Representative.

(c) A Representative or Substitute Representative for a Financial Member must vote at a Meeting or an Emergency Meeting according to any instructions by the Member which appointed them.

16.2 Number of votes

(a) Members may only vote in relation to a Resolution regarding Shared Facilities which:

(i) are or will be situated in that Member's Stratum Lot; or

(ii) the Member is or will be required to make a financial contribution to the cost of the Shared Facility under clause 26.3; or

(iii) are or will be situated in that Member's Stratum Lot and the Member is or will be required to make a financial contribution to the cost of the Shared Facility under clause 26.3.

(b) The value of the vote of each Member entitled to vote is:

(i) in relation to a Resolution regarding a Shared Facility, the same proportion as the percentage of the financial contribution to the cost of the Shared Facility under clause 26.3 the Member is or will be allocated for that Shared Facility as set out in Schedule 1; and

(ii) in relation to a Resolution other than a Resolution regarding a Shared Facility, 10 (that is, 'one Member, 10 votes').

16.3 Types of decisions

Decisions of the Committee may only be made:

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(a) at properly convened Meetings of the Committee; and

(b) except where specifically required by the Conveyancing Act, the Management Act or elsewhere by this Management Statement, by the Resolutions as outlined in Schedule 2

16.4 Restrictions on voting

The following restrictions apply to voting at Meetings and Emergency Meetings:

(a) the Chairperson does not have a casting vote; and

(b) the Strata Manager does not have a vote unless he or she is a Representative or a Substitute Representative; and

(c) the Building Manager does not have a vote unless he or she is a Representative or a Substitute Representative.

16.5 Council Lot

Despite any other provision in this Management Statement and in addition to the restrictions that apply to voting at Meetings and Emergency Meetings, a Unanimous Resolution of Members on a motion regarding a Shared Facility is required if the motion, if passed, has the effect that the Owner of a Council Lot is required to contribute towards the cost of a Shared Facility.

16.6 Commercial Stratum Lot

Despite any other provision in this Management Statement and in addition to the restrictions that apply to voting at Meetings and Emergency Meetings, a Unanimous Resolution of Members on a motion regarding a Shared Facility that is either used by the Commercial Stratum Lot or situated on the Commercial Stratum Lot, is required, if the motion, if passed, has the effect that the Owner of the Commercial Stratum Lot is either required to contribute towards the cost of that Shared Facility or the Shared Facility is to be affected in any way.

16.7 General

Only Financial Members are entitled to vote on any motion.

17. Funds

17.1 Administrative Fund

(a) The Committee must establish an Administrative Fund as soon as practicable after registration of this Management Statement.

(b) The Committee must use the Administrative Fund to pay the day to day expenses of operating, repairing and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

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17.2 Sinking Fund

(a) The Committee must establish a Sinking Fund as soon as practicable after registration of this Management Statement.

(b) The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

18. Financial years

18.1 First financial year

The first financial year of the Committee:

(a) commences on the date of registration of this Management Statement; and

(b) ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this Management Statement).

18.2 Subsequent financial years

Subsequent financial years:

(a) commence at the expiration of the previous financial year; and

(b) end on the date resolved by the Committee (which must not be more than 18 months after the expiration of the last financial year).

19. Budgets

(a) The Committee must prepare or procure the preparation of an Administrative Fund budget and a Sinking Fund budget for each financial year.

(b) A budget must show:

(i) how much money the Committee will need during the financial year for its Administrative Fund and Sinking Fund; and

(ii) income the Committee knows it will receive in the financial year; and

(iii) the proportion and the amount of money which each Member must contribute to each Shared Facility for the financial year.

(c) The Committee must budget enough money to comply with its obligations under this Management Statement, the Conveyancing Act, the Management Act and the Development Act.

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20. Determining contributions

20.1 General

(a) The Committee must levy Members the contributions it will need for its Administrative Fund and Sinking Fund for each financial year.

(b) The proportion of Administrative Fund and Sinking Fund contributions payable by each Member is to be in accordance with the aggregate proportions set out in Schedule 1.

20.2 Determining contributions

(a) When the Committee determines Administrative Fund and Sinking Fund contributions, it must determine:

(i) whether the contributions are payable in a lump sum or by instalments; and

(ii) the dates on which the contributions (e.g. monthly or quarterly) are payable.

(b) The amount of contributions:

(i) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund under clause 19; and

(ii) for the Sinking Fund, must be the amount determined by the Committee in the budget for the Sinking Fund under clause 19.

20.3 Insufficient funds

(a) Subject to clause 20.4 about determining contributions at an Emergency Meeting, the Committee must determine:

(i) additional contributions to the Administrative Fund if it cannot (or will not be able to) pay its Administrative Fund debts during the current financial year; and

(ii) additional contributions to the Sinking Fund if it cannot (or will not be able to) pay its Sinking Fund debts during the current financial year.

(b) Before the Committee determines an additional contribution, it must prepare and adopt a budget for the period covered by the additional contribution. The budget must contain the information required in clause 19.

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20.4 Determining contributions at an Emergency Meeting

If the Committee must raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting, the Committee may dispense with the need to prepare a budget for the contribution.

21. Preparing financial statements

(a) At the end of each financial year, the Committee must:

(i) have its accounts audited by a qualified auditor; and

(ii) prepare a financial statement for each of its accounts for the previous financial year.

(b) A financial statement must show for each of the Administrative Fund and the Sinking Fund:

(i) a statement of income and expenditure during the financial year; and

(ii) the balance carried forward from the financial year; and

(iii) particulars and amounts of each item of income during the financial year; and

(iv) particulars and amounts of each item of expenditure during the financial year; and

(v) the cash in the fund at the end of the financial year; and

(vi) the balance of the fund at the end of the financial year; and

(vii) contribution arrears for each Member at the end of the financial year; and

(viii) the amount of credit or debit in the fund at the end of the financial year; and

(ix) other relevant information.

22. Paying contributions

(a) Subject to this clause, the Committee must give Members at least one calendar month's notice of payment Administrative Fund or Sinking Fund contribution.

(b) The notice must be in writing and must show for each of the Administrative Fund and Sinking Fund:

(i) the total contribution to be raised; and

(ii) each Member's portion of the contribution; and

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(iii) the date by which payment is required.

22.2 Raising funds in an emergency

If the Committee has to raise funds in an emergency, it may give less than 20 Business Days notice of the contribution.

23. Banking money and interest on accounts

(a) The Committee must:

(i) establish and maintain a bank or building society account or accounts in the names of the Members; and

(ii) deposit all contributions and other money paid to the Committee into its bank or building society accounts.

(b) The Committee may withdraw money from its accounts only to meet its obligations under or arising from this Management Statement

(c) If the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 2002* (NSW).

(d) If the Committee's account earns interest, the Committee may:

(i) credit it to one of the accounts of the Committee; or

(ii) pay it to the Members according to clause 25.

24. Late payments

24.1 Interest

(a) Members must:

(i) pay the Committee interest on any amount owed to the Committee under this Management Statement but not paid on time; and

(ii) pay interest from (and including) the date on which the payment was due until the date it was paid.

(b) The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank or building society of the Committee or any other rate permitted under the Management Act.

(c) A certificate about interest rates given to a Member by the bank or building society of the Committee is conclusive evidence of the interest rate in clause 24.1(b).

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24.2 Recovering unpaid contributions

The Committee may recover unpaid contributions and other money owed to it under this Management Statement as a debt, including the expenses of the Committee incurred in recovering those amounts under this Management Statement.

24.3 Disputes

(a) Members are not excused from paying Administrative Fund contributions, Sinking Fund contributions or other amounts owing to the Committee under this Management Statement because of a dispute or a disagreement (e.g. a dispute about the amount of a payment) with the Committee but must continue paying those contributions at the rate determined according to this Management Statement.

(b) After the dispute is resolved, the Member and the Committee must pay each other any necessary adjustments.

(c) The rights of a Member against the Committee are not affected by the Member continuing to pay the Administrative Fund and Sinking Fund contributions in compliance with clause 24.3(a).

25. Dealing with surplus funds

(a) If there is surplus money in the Administrative Fund or Sinking Fund at the end of a financial year, the Committee may carry forward such surplus to the next financial year or distribute it between the Members in shares decided by the Committee according to this clause.

(b) When deciding the shares for the distribution of surplus money according to this clause, the Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus funds.

26. Shared Facilities

26.1 Nature

(a) There are a number of facilities and services on the Land that are:

(i) used by two or more Owners; or

(ii) located on land belonging to an Owner but used by another Owner.

These facilities and services are called **Shared Facilities**.

(b) Subject to the description of each Shared Facility in Schedule 1, Shared Facilities and costs for Shared Facilities include:

(i) plant and equipment which constitute a Shared Facility; and

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(ii) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service an Owner's part of the Building; and

(iii) the facade of the Building and those parts of the Building which can be seen from outside of the Building; and

(iv) any rooms or areas in Shared Facilities are located; and

(v) access ways, common areas and easement rights;

(vi) the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and

(vii) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and

(viii) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and

(ix) the inspection of Shared Facilities (if applicable) by a government agency; and

(x) the certification of Shared Facilities for the purposes of the law.

(c) Subject to this Management Statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities.

(d) The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities in accordance with this Management Statement.

26.2 Use of Shared Facilities

(a) This Management Statement may specify which Owners and other persons are entitled to use and enjoy a Shared Facility or may restrict use of a Shared Facility.

(b) If the enjoyment or use of a Shared Facility is not restricted, the Shared Facility is available for use and enjoyment by each Owner and Occupier according to this Management Statement.

(c) If there is a Shared Facility on any Residential Stratum Lot or the Council Lot that the Owner or Occupiers of the Commercial Stratum Lot are entitled to use under this Management Statement, the Owners and Occupiers of the Residential Stratum Lots and the Council Lot must not do anything to that Shared Facility without the prior written consent of the Owner of the Commercial Stratum Lot.

26.3 Apportioning costs for Shared Facilities

(a) Schedule 1 sets out the amount that each Owner must contribute towards the costs of Shared Facilities.

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(b) The Committee must charge Owners for Shared Facilities according to Schedule 1.

(c) If Schedule 1 does not make a provision for a charge, then the Committee may determine the charge.

(d) Owners must pay their proportion of the costs for Shared Facilities according to Schedule 1 (or according to the determination of the Committee if there is no provision in Schedule 1 for that cost). Each Owner acknowledges and agrees that the contributions towards the costs of Shared Facilities they are each required to make under Schedule 1 as at the date of this Management Statement are a fair allocation of the costs of Shared Facilities.

26.4 Changing or adding to Shared Facilities

(a) The Committee may resolve (and with the consent of the Owner of the Commercial Stratum Lot) to:

(i) add Shared Facilities if it identifies new Shared Facilities as required;

(ii) create new Shared facilities as required;

(iii) change existing Shared Facilities;

(iv) change the use of existing Shared Facilities;

(v) modify or replace existing Shared Facilities;

(vi) extend Shared Facilities; or

(vii) determine a charge for a Shared Facility where Schedule 1 does not make provision for a charge.

(b) As soon as practicable after any change in the Shared Facilities, including any change in the use of Shared Facilities, the Committee must undertake a review of the allocation of the costs of Shared Facilities to ensure that the allocation of those costs remains fair.

(c) Owners must agree to amend Schedule 1 to reflect anything the Committee resolves to do under this clause.

26.5 Changing the costs for Shared Facilities

(a) The Committee may change the cost, adds new costs or adjust the division of costs for Shared Facilities, subject to at least one of the following:

(i) the Committee has resolved (and with the consent of the Owner of the Commercial Stratum Lot) to deal with the Shared Facility under clause 26.4;

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(ii) the Committee identifies new Shared Facilities;

(iii) the use of Shared Facilities changes;

(iv) Shared Facilities are repaired, modified or replaced; or

(v) anything else happens which affects the costs of Shared Facilities.

(b) In addition to any review of the allocation of the costs of Shared Facilities undertaken by the Committee under clause 26.4, the Committee must review the allocation of the costs of Shared Facilities at least once every 5 years, even if there has been no change in the Shared Facilities, to ensure that the allocation of the costs of Shared Facilities remains fair.

(c) The Members agree to amend Schedule 1 to reflect anything the Committee resolves to do under this clause.

26.6 Damage

Owners must:

(a) use Shared Facilities only for their intended purposes; and

(b) immediately notify the Committee if they know about damage to or a defect in a Shared Facility; and

(c) compensate the Committee for any damage to Shared Facilities caused by them, their visitors or persons doing work in the Building on their behalf.

26.7 Restricted access

Subject to this Management Statement and the Conveyancing Act and the Strata Legislation, the Committee may restrict access to Shared Facilities.

27. Works

27.1 Works affecting Common Property

Owners and Occupiers in a Strata Scheme may not carry out any Works affecting Common Property without obtaining the consent from the relevant Owners Corporation before carrying out the Works.

27.2 Shared Facilities

(a) Subject to clauses 27.2(b) and 27.2(c), Owners and Occupiers must obtain consent from the Committee before carrying out any Works that may affect Shared Facilities.

(b) Without limiting any other clause, Owners and Occupiers of the Residential Stratum Lots and the Council Lot must not, without the prior written consent of the

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Owner of the Commercial Stratum Lot, carry out any Works that may affect Shared Facilities on the Residential Stratum Lots and the Council Lot which the Owner and Occupiers of the Commercial Stratum Lot are entitled to use under this Management Statement.

(c) The Owner of the Commercial Stratum Lot is entitled to:

(i) carry out any Works that may affect, change or alter Shared Facilities on the Commercial Stratum Lot;

(ii) refurbish, redevelop or otherwise carry out any other works on the Commercial Stratum Lot,

without obtaining prior consent from the Committee or the other Owners provided that:

(iii) if any Shared Facilities on the Commercial Stratum Lot cannot be used, or if the use of any Shared Facilities is disrupted, during the carrying out of such Works, refurbishment or redevelopment, the Owner of the Commercial Stratum Lot must provide the other Owners and Occupiers with replacement or alternative Shared Facilities during the carrying out of such Works, refurbishment or redevelopment; and

(iv) at the completion of such Works, refurbishment or redevelopment, the Owner of the Commercial Stratum Lot has reinstated all Shared Facilities on the Commercial Stratum Lot to equal or better facilities than prior to such Works, refurbishment or redevelopment.

27.3 Fitout Works

Owners and Occupiers do not need consent from the Committee or an Owners Corporation to carry out Works that do not affect the Common Property, Shared Facilities or the Building.

27.4 Relevant Authority consent

Owners and Occupiers must:

(a) obtain all necessary consents from any Relevant Authority before carrying out any Works in the Building; and

(b) promptly provide the Committee with copies of any consents Owners or Occupiers obtain from any Relevant Authority, if requested to so provide by the Committee.

27.5 Exemption

Nothing in the clause 27 requires the Owner of the Commercial Stratum Lot to obtain the consent of the Committee before carrying out any Works in connection with the Commercial Stratum Lot.

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27.6 Council Lot

Nothing in this clause 27 requires the Owner of the Council Lot to obtain the consent of the Committee before carrying out any Works in connection with the Council Lot except that the Owner of the Council Lot must still obtain the consent of the Owner of the Commercial Stratum Lot before carrying out any Works that may affect Shared Facilities located on the Council Lot which the Owner and Occupiers of the Commercial Stratum Lot are entitled to use under this Management Statement .

28. Waste storage and disposal

28.1 Responsibility

(a) The Committee has the overall responsibility for ensuring that garbage and recyclable materials are properly stored and removed from the Building.

(b) Each Owner and Occupier has obligations in relation to the storage and disposal of waste from its Stratum Lot or Strata Scheme.

28.2 Shared facility

(a) Garbage disposal facilities within a Residential Stratum Lot are Shared Facilities in respect of the Residential Stratum Lots.

(b) Garbage disposal facilities within the Commercial Stratum Lot are not Shared Facilities.

28.3 Rights and obligations

(a) The Committee must:

(i) provide sufficient receptacles in the garbage disposal facilities to store and dispose of waste generated from the Building;

(ii) regularly clean and sanitise the garbage disposal facilities including the garbage and recyclable receptacles; and

(iii) arrange for the regular removal of garbage stored in the garbage disposal facilities according to this Management Statement.

(b) The Committee may:

(i) lease or purchase receptacles for the storage of garbage and recyclable materials; and

(ii) appoint the Building Manager to perform its functions and exercise its rights under this clause 28; and

(iii) make Rules about the storage and disposal of garbage and recyclable materials.

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(c) Owners and Occupiers of the Residential Stratum Lots must deliver their garbage and recyclable materials to the garbage disposal facilities and store it in the area (if any) allocated for their use by the Committee.

29. Services

(a) Subject to this clause, the Committee has the power to supply services to Members, Owners and Occupiers.

(b) Services include:

(i) electricity supply, gas supply and water supply; and

(ii) additional services which the Committee decides to supply according to this clause.

(c) The Committee has the power to supply services in addition to those in clause 29(a) to Owners or Occupiers if:

(i) there would be significant cost savings if the Committee purchases the service in bulk and supplies to it Owners and Occupiers; and

(ii) the Committee reasonably determines it would be beneficial to the operation and management of the Building for the Committee to provide the service; or

(iii) an Owner or Occupier asks the Committee to provide the service.

(d) The Committee has the power to:

(i) enter into contracts and agreements with the providers of services; and

(ii) disconnect a service to an Owner or an Occupier who does not pay the Committee for the service according to this Management Statement only in the following circumstances:

(A) if doing so does not interfere with the provision of that service to another Owner or Occupier who has paid the Committee for the service; and

(B) reasonable notice has been given to the Owner or Occupier whose service is being disconnected.

(e) In considering whether to supply a service to Owners and Occupiers the Committee must determine:

(i) how it will recover costs from Owners and Occupiers who may connect to the Service; and

(ii) how the service will be metered; and

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(iii) whether the service will be a Shared Facility.

30. Dispute resolution

30.1 Interpretation

For the purpose of this clause 30, "party" or "parties" means the party or parties to a dispute. The party or parties to a dispute may be the Committee, an Owner or an Occupier.

30.2 Disputes about Management Statement

(a) The parties must endeavour in good faith to resolve disputes about this Management Statement before taking action under this clause 30.

(b) The parties must deal with disputes about this Management Statement according to this clause 30. This includes disputes about the failure of the Committee or an Officer to comply with the provisions about Meetings or Emergency Meetings.

30.3 Dispute notice

(a) A party may give another party a dispute notice that:

(i) describes what the dispute is about; and

(ii) identifies the provisions of this Management Statement or the law that apply to the dispute; and

(iii) states the position of the party; and

(iv) sets out the facts and other circumstances on which the party relies; and

(v) attaches copies of correspondence and other documents mentioned in the dispute notice.

(b) Within 10 Business Days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the dispute by negotiation:

(i) at 2:00pm on the date which is 7 Business Days after the dispute notice was given; and

(ii) at the Building or by telephone conference.

30.4 Mediation

(a) If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice requiring the parties to:

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(i) refer the dispute to mediation; and

(ii) appoint a mediator from the panel of mediators kept by the Institute to mediate the dispute.

(b) If the parties cannot agree on the mediator from the Institute panel within 5 Business Days after a party gives a mediation notice, a party may ask the chairperson of Institute (or the vice chairperson if the chairperson declines) to:

(i) appoint a mediator from the Institute panel; and

(ii) determine the remuneration of the mediator.

(c) The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within 5 Business Days after the mediator is appointed, they do not agree on:

(i) the mediation procedures they will adopt; and

(ii) the timetable for the mediation procedures.

(d) The mediation must take place in Sydney, New South Wales.

30.5 Expert determination

(a) If the parties cannot resolve their dispute by mediation, a party may give a determination notice requiring the parties to:

(i) refer the dispute to an independent expert for determination; and

(ii) appoint an expert to determine the dispute.

(b) If the parties cannot agree on an expert within 5 Business Days after a party gives a determination notice, a party may ask the chairperson of Institute (or the vice chairperson if the chairperson declines) to:

(i) appoint an appropriate expert having regard to the nature of the dispute; and

(ii) determine the remuneration of the expert.

(c) The parties must instruct the expert to:

(i) act as an expert and not as an arbitrator; and

(ii) determine the rules for the conduct of the expert determination; and

(iii) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

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(d) If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

(e) The expert:

(i) is not bound to observe the rules of natural justice or the rules of evidence;

(ii) may obtain and refer to documents and information not provided by the parties; and

(iii) must determine the dispute and give written reasons for the determination within one month of being appointed.

The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.

30:6 Dispute about Shared Facility costs

If a dispute about the proportion of a Member's cost for a Shared Facility is determined under this clause, the mediator or expert who determines the dispute must determine any adjustments the Member or the Committee must pay.

30.7 Costs

The parties to the dispute must:

(a) equally share the costs for mediation and expert determination of their dispute (unless the mediator or expert decide otherwise); and

(b) pay their own costs in connection with the dispute.

31. Service of notices

(a) A notice or communication under this Management Statement must be in writing and must be:

(i) delivered personally to the addressee;

(ii) left at the address of the addressee;

(iii) sent by email to the email address of the addressee; or

(iv) sent by pre-paid ordinary post to the address of the addressee, or sent to the fax number of the addressee.

(b) A notice or communication takes effect from the later of:

(i) the time the notice or communication is received by the addressee; or

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(ii) the time specified in the notice or communication.

(c) A notice of communication sent by email to the email address of the addressee is received when the email is delivered into the email inbox of the addressee.

(d) A notice or communication sent by pre-paid post to the address of the addressee is received on the third business day after it is posted.

(e) A facsimile is received:

(i) on the date of a transmission report from the machine that sent the facsimile that shows the whole facsimile was sent to the facsimile number of the addressee;

(ii) if the facsimile is sent to the facsimile number of the addressee after 5.00pm, on the next business day; or

(iii) if the facsimile is sent to the facsimile number of the addressee on a day which is not a Business Day, on the next Business Day.

32. Variations or Amendments to this Management Statement

(a) This Management Statement may only be varied or amended by Unanimous Resolution passed at a Meeting and otherwise in accordance with the Conveyancing Act and the Strata Legislation.

(b) If this Management Statement is varied or amended pursuant to clause 32(a), each person bound by this Management Statement must do all things reasonably necessary to:

(i) enable satisfaction of the requirements under the Conveyancing Act and the Strata Legislation regarding the way in which this Management Statement may be varied or amended; and

(ii) ensure the registration of the variation or amendment.

33. Heritage item

The parties acknowledge there is a heritage kiln forming part of Residential Stratum Lot 3 that will form part of the Common Property in that Strata Scheme.

34. Roads with Commercial Stratum Lot

The parties acknowledge the Owner of the Commercial Stratum Lot is entitled to temporarily close any private road within the Commercial Stratum Lot for reasons of safety, in an emergency, for the purpose of holding an event or function or for any other reason, provided each other Owner and all Occupiers are still able to access their part of the Building albeit via an alternative route for the period of the road closure. The Owner of the Commercial Stratum Lot must keep the Committee informed of any planned road

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closures and alternative available access routes to other parts of the Building, except in the case of an emergency.

35. Signage for Commercial Stratum Lot

(a) The parties acknowledge the Owner of the Commercial Stratum Lot is entitled to attach, add to, repair, maintain replace or refurbish any Signage located on the Commerical Stratum Lot from time to time.

(b) The Owner of the Commercial Stratum Lot, at its cost and from time to time, must at all times ensure that the Signage relating to the Commercial Stratum Lot is repaired and maintained to a high standard in keeping with the nature of the Building.

(c) The Owner of the Commercial Stratum Lot from time to time may install or change any Signage on the Commercial Stratum Lot without the consent of the Committee provided the Signage complies with the requirements of any Relevant Authority and a copy of the plans showing the locations of the Signage, if outside of the boundary of the Commercial Stratum Lot, are provided to the Committee for record keeping purposes.

(d) The parties acknowledge that the Owner of the Commercial Stratum Lot may procure, at its cost, the registration of a plan creating easements for signage rights benefiting the Commercial Stratum Lot and burdening any other Stratum Lot from time to time provided the terms of such easement for signage are consistent with the terms of this clause 35, permit reasonable access across the other Stratum Lot to the site of the Signage and do not burdened any Strata Lot within a Residential Stratum Lot.

(e) The parties acknowledge that any Signage does not comprise a Shared Facility for the purposes of this document.

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Schedule 1 - Shared Facilities

Schedule 1 is an Exhibit to this Management Statement, marked Exhibit #1 and is also set out below as at the date of this Management Statement.

The following plans and tables set out the Shared Facilities and Shared Costs as at the date of this Management Statement:

SF	Shared Facility	Description	Used by
SF1	Insurance	Costs for insurance include, without limitation: • building insurance premiums; and • public liability insurance; and • premiums under other policies effected by the Management Committee according to the management statement; and • excess on insurance policies effected by the Management Committee; and • valuations of the building for insurance purposes; and • insurance broker fees; and • office bearer's premium for members of the Management Committee as well as members of any owner's corporation. • other costs incurred by the Management Committee to affect an insurance policy or under an existing insurance policy.	All members
SF 2	Building Management	Building Management services include the service provided by the facilities manager appointed by the Committee. Costs for facilities management services include, without limitations: • Management fees and other fees according to the agreement • Other costs incurred by the committee according to its agreement with the facilities manager	All members
SF 3	Service Utilities	This includes, and not limited to, pumps, pipes, wires, supply boards that provide current and future utilities to the development such as water, electricity, sewer, NBN, Telecommunication, Gas)	All members

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SF 4	Administration	Administration services include the services required to operate the Building Management Committee in accordance with the statement. Including but not limited to: • Strata management fees • Audit fees incurred • Record keeping fees • Accounting fees • Legal fees • Postage and Stationary fees • Consultants regarding the administration of the Building Management Committee	All members
SF 5	Access Control & Intercom System – Residential	The Residential access control and intercom system is an integrated system providing access to the building via card readers. It Includes elements that require its operation, such as, but not limited to, computer hardware and software, wiring, readers and fobs.	Lots 3,4 & 5
SF 6	CCTV Security System - Residential	The residential CCTV security system is an integrated system. It Includes elements that require its operation, such as, but not limited to, computer hardware and software, wiring, cameras and signage.	Lots 3, 4 & 5
SF 7	Electricity Consumption	Electricity consumed by shared facilities plant and equipment including: • Mechanical ventilation to carparks, switch rooms and equipment rooms • Lighting to carparks, loading dock, switch rooms, plant and equipment rooms. • Basement Fire Egress Stairs • External lighting • Basement roller shutters and associated motors and controls • Loading dock and garbage rooms • Pumps and sundry equipment	Lots 1,3,4 & 5
SF 8	Building Managers Office	This Shared Facility includes: • includes the room, the fit out, computers, software cooling and associated equipment; • the cleaning maintenance, repairs and replacement; and	All members

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		• lighting globe replacement.	
SF 9	Cleaning and Pest Control Carpark	Cleaning and pest control of the Residential shared areas of South Village including: • Basement car parks. • Crossover, ramp access, internal roads & footpaths • Equipment & plant rooms • Fire egress stairs.	Lots 3, 4 & 5
SF 10	Cleaning and Pest Control Ground Level	Cleaning and pest control of shared areas of South Village Ground Level	All members
SF 11	Residential Basement carpark & circulation areas, basement and podium visitor parking and vehicular access	Basement carpark and circulation areas, basement and podium visitor parking including podium and basement parking for cars, motorcycles and bicycles and vehicle loading zones including: • Signage, line marking and metalwork such as bollards and racks • Roller shutters and controls • Ramps and accessways • Lighting Costs include cleaning, repairs and maintenance and replacement.	Lots 3, 4 & 5
SF 12	Ground Level and Landscaped areas & Internal Roads	The landscaped areas comprise: • All landscaping and planter boxes including irrigation pipework and equipment that is not part of an individual stratum lot • Internal roadways and footpaths • Public art • Street Signage • External lighting to the road, footpaths and landscaped garden areas • Street furniture • Gates Includes all cleaning, maintenance, repairs, electricity consumption & upgrade	All members
SF 13	Residential Garbage Holding Room and Garbage Tug	This Shared Facility includes the: • the Residential Garbage and Bulky Goods Rooms located on basement level 3 of South Village;	Lots 3, 4 and 5

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		• includes the room, the garbage lift, electricity, ventilation and associated equipment; • also includes the tow vehicle for the residential bin movements from the building core chute rooms to the main holding room • the cleaning maintenance, repairs and replacement; and • lighting globe replacement.	
SF 14	Basement and Ground floor Structure	This includes but not limited to: • Piers • Basement slab and ramps • Basement retention walls • Basement columns • Ground Floor slab • Sub-structure water proofing system • Ground Floor suspended podium slab water proofing system • Maintenance, Repairs & Upgrade	All members
SF 15	Residential Visitor Parking	This residential visitor parking shared facility area is in the garage basement. The visitor car parking spaces and all costs associated with maintaining visitor car spaces any associated systems	Lots 3, 4 & 5
SF 16	Residential Car Wash Bay	This shared facility as per the Floth schedule. The car wash bays and all costs associated with car wash bay(s) any associated systems.	Lots 3, 4 & 5
SF 17	Fire Stairs & Fire Corridors	The Fire Stairs and Fire Corridors located throughout all buildings. The Fire Stairs and Fire Corridors may only be used for fire evacuation or testing purposes. This includes: • cleaning; • ventilation; and • lighting. This also includes access to and from the fire stairs. The electricity to the Fire Stairs and Fire Corridors are serviced from the Stratum to which they are connected and the relevant member will be responsible for the electricity costs.	All members

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SF 18	Exterior Paintwork & Render Residential Lots	This Shared Facility includes all exterior surfaces which are painted and/or rendered of the residential stratums. Costs include cleaning, repair and replacement of the render, maintenance and repainting.	Lots 3,4 & 5
SF19	Exterior Architectural / Façade Embellishments Residential Lots	This Shared Facility includes all architectural façade embellishments of the residential stratums. Costs include cleaning, repair and maintenance.	Lots 3,4 & 5
SF 20	General Repairs & Maintenance	The repair and maintenance of shared facility items not covered in other specific categories including: • All surfaces graffiti removal • Electrical and plumbing • General repairs and maintenance	All members
SF 21	Sinking Fund forecast	Sinking fund forecast to set Sinking fund levies for the renewal and replacement of shared facilities	All members
SF 22	Heritage Kiln	The Heritage Brick kiln is a shared facility and forms part of the architectural heritage of South Village. This shared facility is for the kiln structure only and excludes and new building components. Costs include cleaning, repair and maintenance.	Lots 1, 3, 4 & 5

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Schedule 1

Shared Facilities – Lot contributions

SF	Shared Facility	Method of Breakdown	Lot 1 Retail	Lot 2 Council	Lot 3 BLD A,B & C	Lot 4 BLD D & E	Lot 5 BLD F & G
SF 1	Insurance	Valuation	13.75%	0.7%	28.81%	31.71%	25.03%
SF 2	Building Management	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
SF 3	Service Utilities	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
SF 4	Administration	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
SF 5	Access Control & Intercom System – Residential	Percentage of Residential areas	0%	0%	34%	37%	29%
SF 6	CCTV Security System - Residential	Percentage of Residential areas	0%	0%	34%	37%	29%
SF 7	Electricity Consumption	Estimate of usage	7.6%	0.0%	38.3%	22.9%	31.1%
SF 8	Building Managers Office	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
SF 9	Cleaning and Pest Control Residential Carpark	Percentage of Residential areas	0%	0%	34%	37%	29%
SF 10	Cleaning and Pest Control Ground Level	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
SF 11	Residential Basement carpark & circulation areas, basement and podium visitor parking and vehicular access	Percentage of Residential areas	0%	0%	34%	37%	29%
SF 12	Ground Level and Landscaped areas & Internal Roads	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
SF 13	Residential Garbage Holding Room	Percentage of Residential areas	0%	0%	34%	37%	29%
SF 14	Basement and Ground floor Structure	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
SF 15	Residential Visitor Parking	Percentage of Residential areas	0%	0%	34%	37%	29%
SF 16	Residential Car Wash Bay	Percentage of Residential areas	0%	0%	34%	37%	29%
SF 17	Fire Stairs & Fire Corridors	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
SF 18	Exterior Paintwork & Render Residential Lots	Percentage of Residential areas	0%	0%	34%	37%	29%

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SF 19	Exterior Architectural / Façade Embellishments Residential Lots	Percentage of Residential areas	0%	0%	34%	37%	29%
SF 20	General Repairs & Maintenance	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
SF 21	Sinking Fund forecast	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
SF 22	Heritage Kiln	Estimate of use	25%	0%	25%	25%	25%

Schedule 1 – Mechanical Services

List of Shared Facilities – Floth Building Consultants (Mechanical)

SF	Shared Facility	Method of Break Down	Lot 1 Retail	Lot 2 Council	Lot 3 BLD A,B & C	Lot 4 BLD D & E	Lot 5 BLD F & G
B3-M1	Contains carpark exhaust fan B3.1	Estimate of Use based percentage	100%	0%	0%	0%	0%
B3-M2	Contains carpark exhaust fan B3.2	Percentage of Residential areas	0%	0%	41.7	22.6	35.7
B3-M3	Contains make up air fan B3.1	Estimate of Use based percentage	100%	0%	0%	0%	0%
B2-M1	Contains make up air fan B2.1	Percentage of access required	2.9%	0%	40.5%	21.9%	34.7%
B2-M2	Contains make up air fan B2.2	Percentage of access required	2.9%	0%	40.5%	21.9%	34.7%
B2-M3	Contains carpark exhaust fan B2.1	Percentage of access required	2.9%	0%	40.5%	21.9%	34.7%
B2-M4	Contains make up air fan B2.3	Percentage of access required	2.9%	0%	40.5%	21.9%	34.7%
B2-M5	Contains make up air fan B2.4	Percentage of access required	2.9%	0%	40.5%	21.9%	34.7%
B1-M1	Contains Fire Stair Pressurisation Fan B1.1	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M2	Contains make up air fan B1.1	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M3	Contains exhaust air fan B1.6	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M4	Contains outside air fan B1.1	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M5	Contains outside air fan B1.2	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M6	Contains exhaust air fan B1.1	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M7	Contains make up air fan B1.2	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M8	Contains loading dock exhaust fan B1.1	Estimate of Use based percentage	97.5	0%	0.84	0.83	0.83
B1-M9	Contains outside air fan B1.3	Estimate of Use based percentage	100%	0%	0%	0%	0%
B1-M10	Contains outside air fan B1.12	Basement 1 area percentage	11%	0%	39%	18%	32%

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B1-M11	Contains make up air fan B1.3	Estimate of Use based percentage	100%	0%	0%	0%	0%
B1-M12	Contains carpark exhaust fan B1.1	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M13	Contains carpark exhaust fan B1.2	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M14	Contains loading dock exhaust fan B1.2	Estimate of Use based percentage	97.5	0%	0.84	0.83	0.83
B1-M15	Contains outside air fan B1.10	Estimate of Use	100%	0%	0%	0%	0%
B1-M16	Contains exhaust air fan B1.3	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M17	Contains outside air fan B1.11	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M18	Contains toilet exhaust fan B1.1	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M19	Contains outside air fan B1.11b	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M20	Contains outside air fan B1.5	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M21	Contains make up air fan B1.5	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M22	Contains make up air fan B1.4	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M23	Contains outside air fan B1.7	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M24	Contains outside air fan B1.8	Percentage of car spaces	21.9%	0%	78.1%	0%	0%
B1-M25	Contains supply air fan 1	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M26	Chiller 1	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M27	Water heater 1	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M28	Contains exhaust air fan 4	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M29	Contains supply air fan 2	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M30	Contains exhaust fan 3	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M31	AC for main comms room 1 (B1C05)	Level 1 area percentage	12%	0%	88%	0%	0%
B1-M32	AC for main comms room 1 (B1C05)	Level 1 area percentage	12%	0%	88%	0%	0%
B1-M33	AC for comms room B1B01	Estimate of Use	0%	0%	100	0%	0%
B1-M34	Contains Fire Stair Pre ssurisation Fan B1.2	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M35	Contains Fire Stair Pressurisation Fan B1.3	Basement 1 area percentage	11%	0%	39%	18%	32%
B1-M36	AC for main comms room 2	Area based percentage	9%	0%	0%	56%	35%
B1-M37	AC for main comms room 2	Areas based percentage	9%	0%	0%	56%	35%
B1-M38	Contains gas regulator room fan	Basement 1 area percentage	11%	0%	39%	18%	32%

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Schedule 1 – Electrical Services

List of Shared Facilities – Floth Building Consultants (Electrical)

SF	Shared Facility	Method of Break Down	Lot 1 Retail	Lot 2 Council	Lot 3 BLD A,B & C	Lot 4 BLD D & E	Lot 5 BLD F & G
B1-E1	Main Switch room 1	Estimate of Use based percentage	100%	0%	0%	0%	0%
B1-E2	Main Switch room 2	Residential area based	0%	0%	41.7%	22.6%	35.7%
B1-E3	Main Comms room 1	Estimate of Use based percentage	100%	0%	0%	0%	0%
B1-E4	Main Comms room 2	Percentage of access required	2.9%	0%	40.5%	21.9%	34.7%
B1-E5	Comms room B1B01	Percentage of access required	2.9%	0%	40.5%	21.9%	34.7%
B1-E8	Building Manager's Office	Percentage of access required	2.9%	0%	40.5%	21.9%	34.7%

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Schedule 1 – Hydraulic Services

List of Shared Facilities – Floth Building Consultants (Hydraulic)

SF	Shared Facility	Method of Break Down	Lot 1 Retail	Lot 2 Council	Lot 3 BLD A,B & C	Lot 4 BLD D & E	Lot 5 BLD F & G
B3-H1	Packaged subsoil pump station	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
B3-H2	Retail packaged sewer pump station	Estimate of Use based percentage	100%	0%	0%	0%	0%
B3-H3	Packaged sub soil pump	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
B3-H4	Residential Packaged sewer pump station	Residential area based	0%	0%	34%	37%	29%
B3-H5	Retail packaged sewer pump station	Estimate of Use based percentage	100%	0%	0%	0%	0%
B2-H2	Packaged sewer pump station	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
B2-H3	Rainwater Collection and Distribution	Percentage of areas excluding Council Lot	13%	0%	28%	21%	38%
B2-H4	Packaged sewer pump station	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
B2-H5	Packaged sewer pump station	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
B2-H8	Rainwater Collection and Distribution	Percentage of areas excluding Council Lot	13%	0%	28%	21%	38%
B2-H11	Oil separator	Residential area based	0%	0%	34%	37%	29%
B1-H1	Community centre duplex pump set (CW)	Estimate of Use based percentage	0%	100%	0%	0%	0%
B1-H2	Residential Triplex pump sets (CW)	Residential area based	0%	0%	34%	37%	29%
B1-H3	Retail Duplex pump set (CW)	Estimate of Use based percentage	100%	0%	0%	0%	0%
L1-H1	Oil separator	Estimate of Use based percentage	0%	0%	0%	100%	0%
	Gas Meter Room	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
B2-H12	Stormwater OSD Tank 3	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
B1-H4	Stormwater OSD Tank 2	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%

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Schedule 1 – Fire Services

List of Shared Facilities – Floth Building Consultants (Fire)

SF	Shared Facility	Method of Break Down	Lot 1 Retail	Lot 2 Council	Lot 3 BLD A,B & C	Lot 4 BLD D & E	Lot 5 BLD F & G
B1-F1	Fire hydrant sprinkler diesel pump	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
B1-F2	Fire hydrant sprinkler electric pump	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
B1-F3	Fire control centre	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
G-F1	Combined Fire Hydrant Sprinkler System	Sprinkler coverage areas	32.7%	1.7%	23.7%	22%	19.9%
G-F2	Fire Hose Reel System	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
G-F3	Fire Indicator Panel	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
G-F4	Main Fire Control Panel	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
L6-F1	Combined fire hydrant sprinkler water storage tank	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%
	All other fire components making up the Integrated Fire System of South Village	Percentage of all areas	13.75%	0.7%	28.81%	31.71%	25.03%

Schedule 1 – Lift Services

List of Shared Facilities – Floth Building Consultants (Lift)

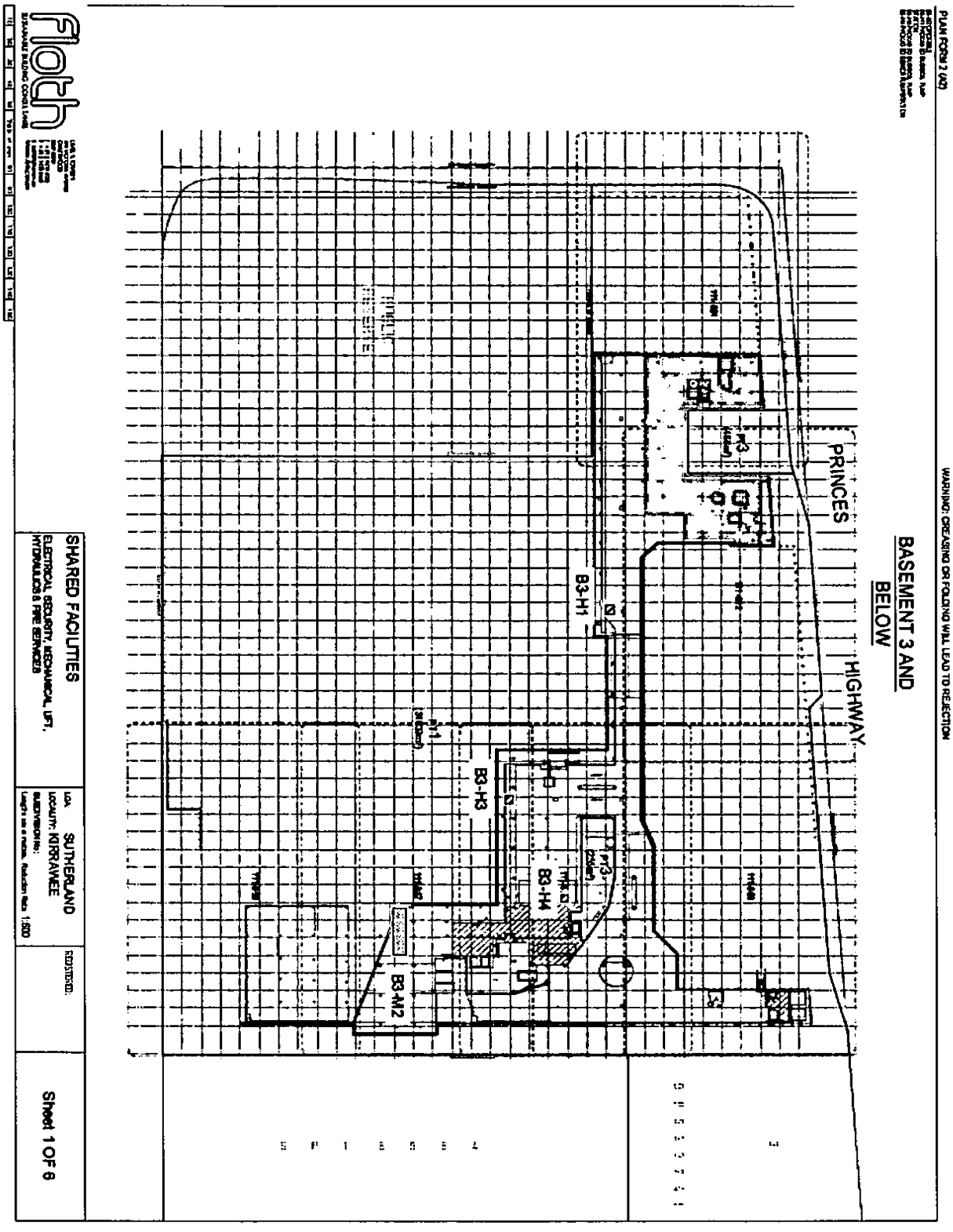
SF	Shared Facility	Method of Break Down	Lot 1 Retail	Lot 2 Council	Lot 3 BLD A,B & C	Lot 4 BLD D & E	Lot 5 BLD F & G
LA1	Building A lift 1	Estimate of Use based percentage	0.5%	0%	99.5%	0%	0%
LA2	Building A lift 2	Estimate of Use based percentage	0.5%	0%	99.5%	0%	0%
LA3	Building A lift 3	Estimate of Use based percentage	0.5%	0%	99.5%	0%	0%
LA4	Building A lift 4	Estimate of Use based percentage	0.5%	0%	99.5%	0%	0%
LB5	Building B lift 5	Estimate of Use based percentage	0.5%	0%	99.5%	0%	0%
LB6	Building B lift 6	Estimate of Use based percentage	0.5%	0%	99.5%	0%	0%
LC7	Building C lift 7	Estimate of Use based percentage	0.5%	0%	99.5%	0%	0%
LC8	Building C lift 8	Estimate of Use based percentage	0.5%	0%	99.5%	0%	0%
LD9	Building D lift 9	Estimate of Use based percentage	0.5%	0%	0%	99.5%	0%

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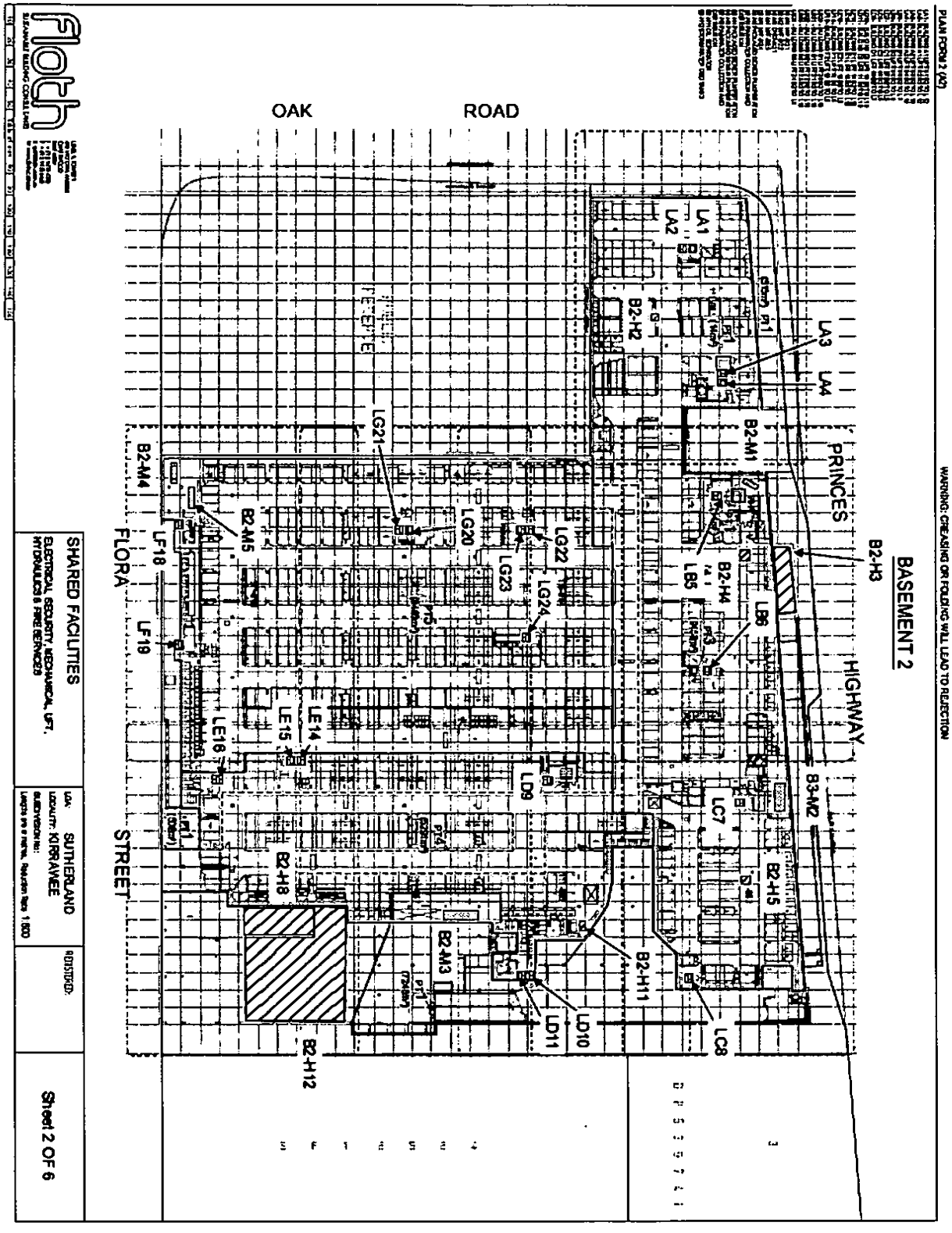
LD10	Building D lift 10	Estimate of Use based percentage	0.5%	0%	0%	99.5%	0%
LD11	Building D lift 11	Estimate of Use based percentage	0.5%	0%	0%	99.5%	0%
LE14	Building E lift 14	Estimate of Use based percentage	0.5%	0%	0%	99.5%	0%
LE15	Building E lift 15	Estimate of Use based percentage	0.5%	0%	0%	99.5%	0%
LE16	Building E lift 16	Estimate of Use based percentage	0.5%	0%	0%	99.5%	0%
LF18	Building F lift 18	Estimate of Use based percentage	0.5%	0%	0%	0%	99.5%
LF19	Building F lift 19	Estimate of Use based percentage	0.5%	0%	0%	0%	99.5%
LG20	Building G lift 20	Estimate of Use based percentage	0.5%	0%	0%	0%	99.5%
LG21	Building G lift 21	Estimate of Use based percentage	0.5%	0%	0%	0%	99.5%
LG22	Building G lift 22	Estimate of Use based percentage	0.5%	0%	0%	0%	99.5%
LG23	Building G lift 23	Estimate of Use based percentage	0.5%	0%	0%	0%	99.5%
LG24	Building G lift 24	Estimate of Use based percentage	0.5%	0%	0%	0%	99.5%
LA25	Lift No. 25	Estimate of Use based percentage	100%	0%	0%	0%	0%
LC26	Lift No. 26	Estimate of Use based percentage	100%	0%	0%	0%	0%

Plans showing Shared Facilities follows overpage:

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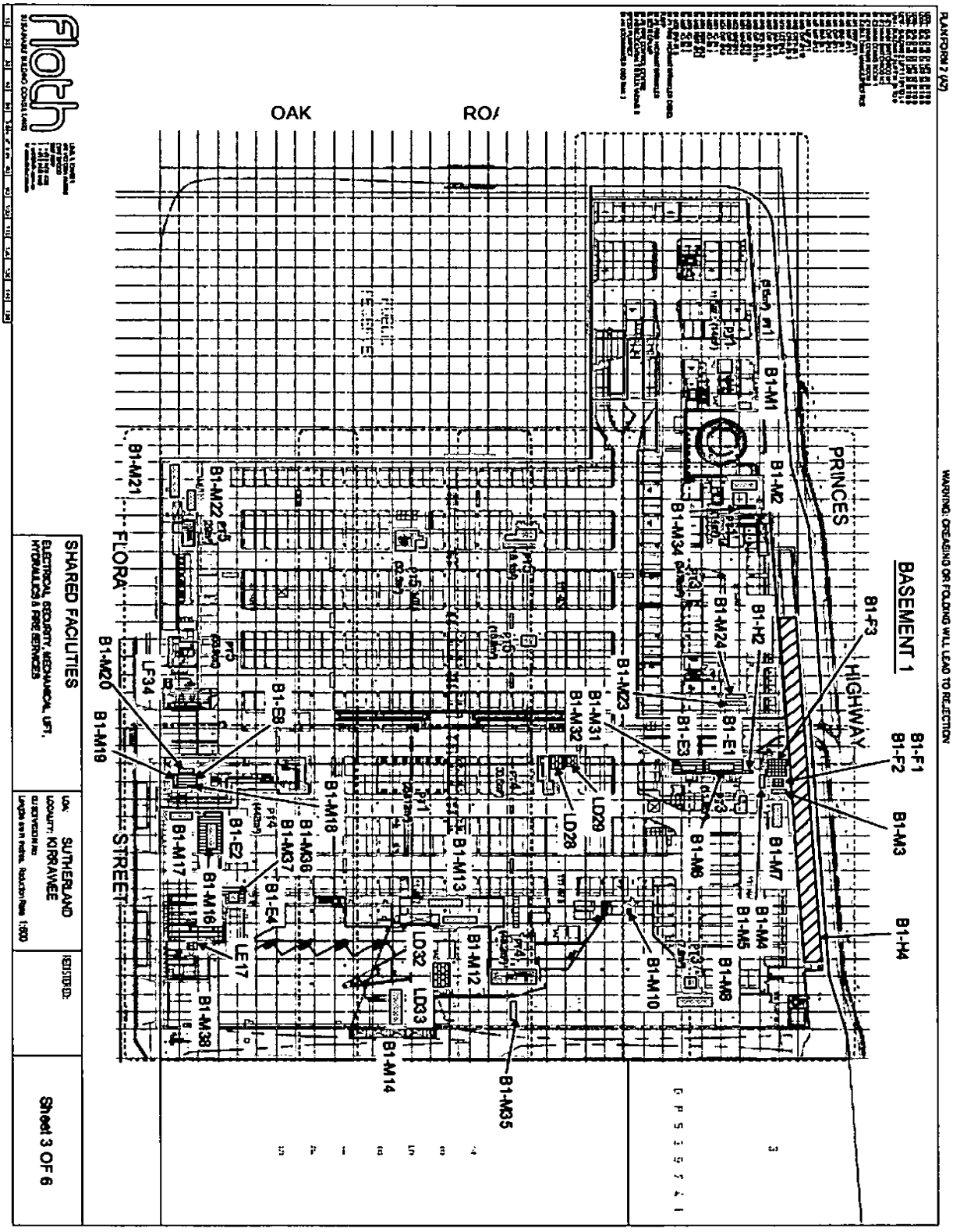


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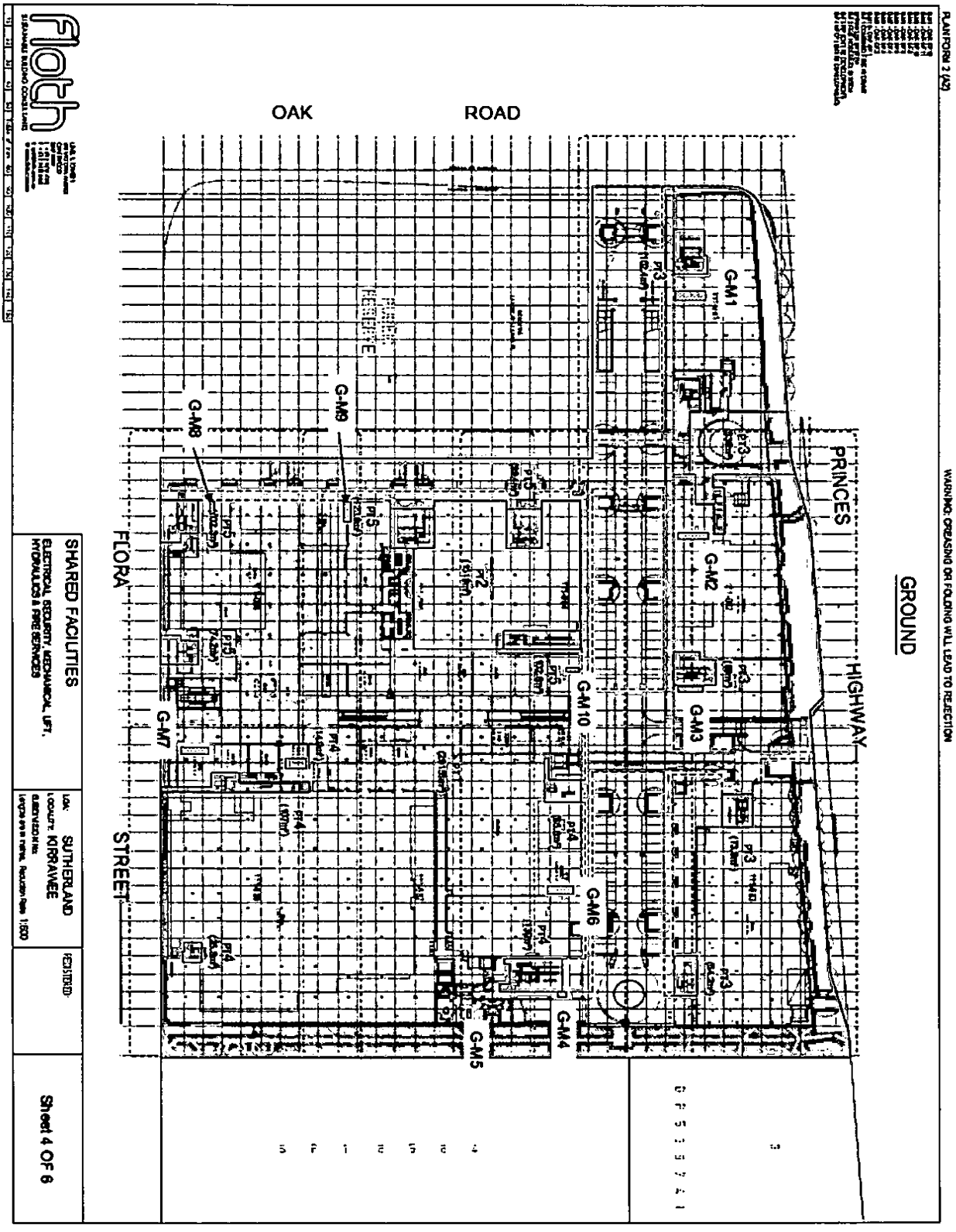


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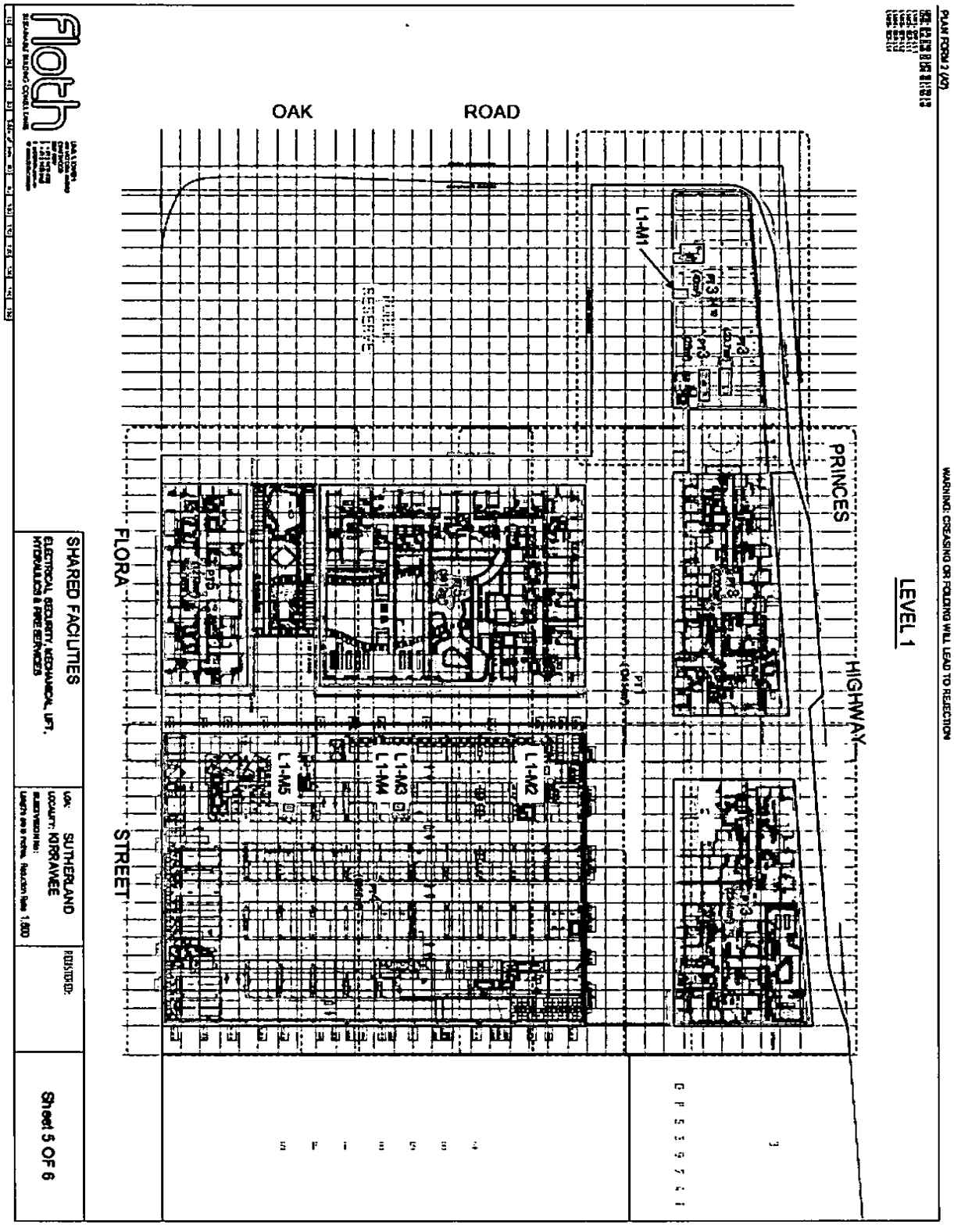
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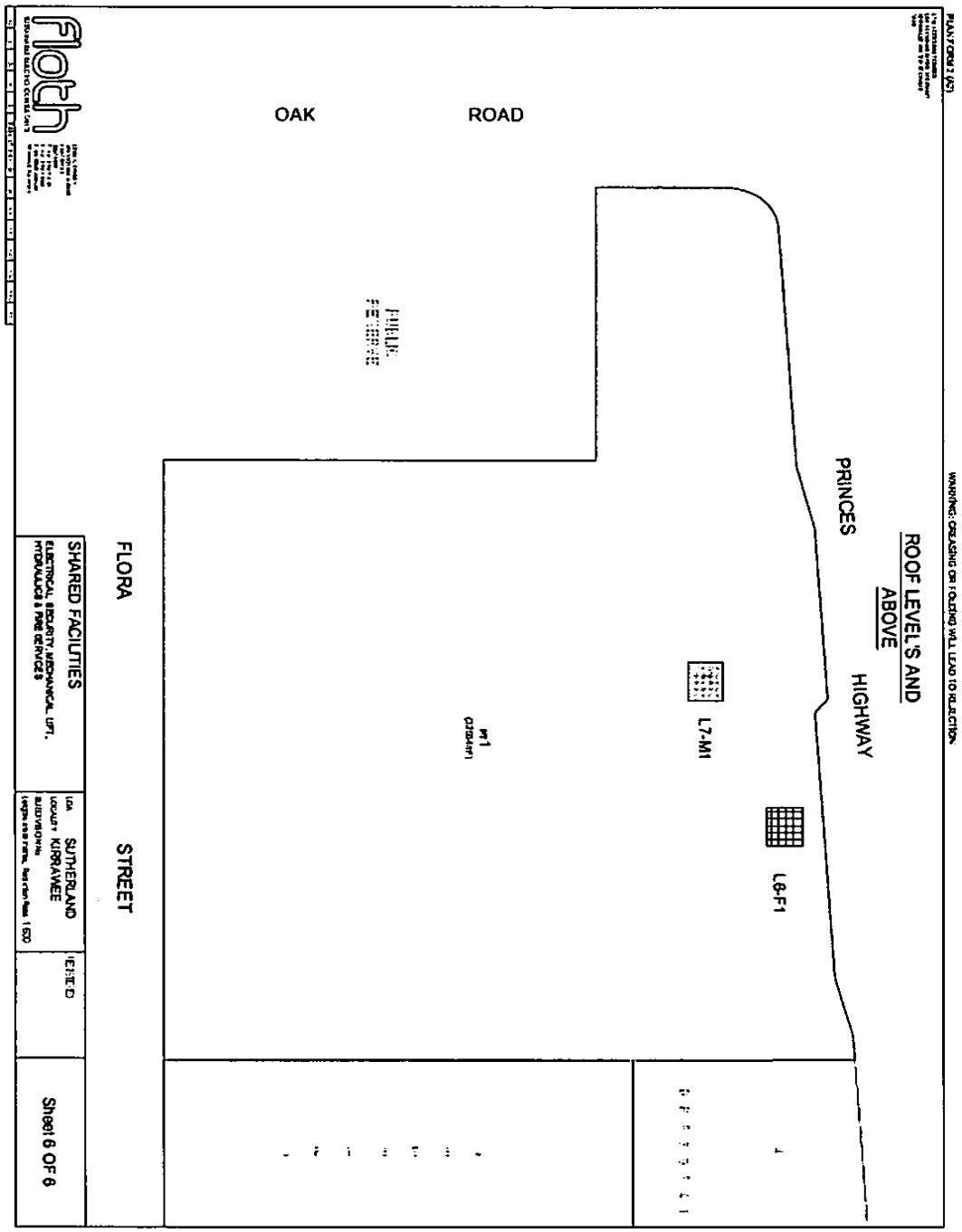
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566-594 Princes Highway, Kirrawee

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Schedule 2 – Resolution types

Table of Resolution Types required

	Clause number in Management Statement and description of issue	Type of Resolution or other voting conditions
1)	Clause 5.5(a)(ii) (Outstanding Levy Certificate fee)	General
2)	Clause 6.1 (Officer appointment)	General
3)	Clause 6.4(c) (Building Manager appointment and terms of remuneration)	General and with the consent of the Owner of the Commercial Stratum Lot
4)	Clause 9.4(a) (Insurance amount)	General and with the consent of the Owner of the Commercial Stratum Lot
5)	Clause 9.4(b) (Insurance adjustment)	General and with the consent of the Owner of the Commercial Stratum Lot
6)	Clause 11 (Agency)	General
7)	Clause 12 (Giving consents)	General
8)	Clause 13.1(a) (holding of meetings)	General
9)	Clause 18.1 (end of 1st financial year)	General
10)	Clause 18.2 (end of subsequent financier years)	General
11)	Clause 20.2(a) (Determining contributions)	Unanimous
12)	Clause 20.3 (Insufficient funds)	Unanimous
13)	Clause 25 (Surplus)	Unanimous
14)	Clause 26.3 (Costs for Shared Facilities)	Unanimous subject to clause 16.2
15)	Clause 26.4 (Changing Shared Facilities)	Unanimous subject to clause 16.2

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16)	Clause 29(b)(iii) (Additional services)	General
17)	Clause 29(e) (Supply of services)	General
18)	Clause 32 (Variations to this Management Statement)	Unanimous

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Signing page

Signed as an agreement

Signed by **South Village Pty Ltd**

Sign – William Morgan, Director

Sign – Brian Ballison, Secretary

Mortgagee

Signed for and on behalf of **ANZ Fiduciary Services Pty Limited** by:

KIT LIEW

who certifies that ~~she~~/he is a

MANAGER

Agency Services of Australia and New Zealand Banking Group Limited pursuant to Power of Attorney registered: BK 4711 NO 227

dated: 12/07/16 in the presence of:

Witness:
ANTHONY HERDEN

Attorney:

Req:R333277 /Doc:DL AQ015592 /Rev:06-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-May-2025 22:55 /Seq:1 of 31
© Office of the Registrar-General /Src:Hazlett /Ref:JAZPROP-AVRILZ-10389lu

Form: 15CH
Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 201
Real Property Act 1900

AQ15592K

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 98216

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
573X	Network Strata Services Pty Limited 123421L P O Box 265 HURSTVILLE BC NSW 1481 Reference: 98216	CH

(C) The Owners-Strata Plan No. 98216 certify that a special resolution was passed on 29/1/2020

(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 1,2,3,4,5,6

Amended by-law No. BL5

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. 98216 was affixed on 20/3/2020 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: Anita Dalag

Authority: Netstrata-Managing Agent

Signature:

Name:

Authority:

THE OWNERS OF STRATA PLAN No 98216
Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

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NETSTRATA

THE OWNERS OF STRATA PLAN No 98216 Common Seal

By-Laws

Annexure A

Strata Plan 98216
1 VILLAGE PLACE KIRRAWEE

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 29/11/2018

1 Definitions ans interpretation

1.1 Definitions

Unless the contrary intention appears, in these by-laws:

Air Conditioning Unit means an air conditioning unit which exclusively services a Lot and includes cables, conduits, pipes, wires, ducts and any other service that connects the air conditioning unit to the Lot or which are otherwise for the exclusive use of a Lot.

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 South Village A, B & C.

Balcony means a balcony, terrace and courtyard in a Lot.

Building Management Committee means the building management committee for South Village established according to the Conveyancing Act 1919 (NSW) and the Development Act (as the case may be).

Building Manager means the building manager appointed by the Owners Corporation according to by-law 18.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:
(a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;
(b) the structure of the Lot;
(c) the internal walls inside the Lot (e.g. a wall dividing two rooms in the Lot);
(d) Common Property services; or
(e) services in South Village A, B & C, whether or not they are for the exclusive use of the Lot,

but exclude:
(a) minor fit out works inside a Lot;
(b) works or alterations to the interior of Common Property walls in a Lot; and
(c) 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 the Lot or reduce the level of safety in the Lot or the Common Property.

Common Property means common property in South Village A, B & C and personal property of the Owners Corporation (excluding the Shared Facilities).

Common Property Rights By-Law means by-laws granting Owners exclusive use and enjoyment of the whole or any part of the Common Property or special privileges in respect of the whole or any specified part of the Common Property, and includes a 'common property rights by-law' under section 142 of the Management Act.

Council means Sutherland Shire Council and its successors and assigns.

Developer means Combined Projects (Kirrawee) Pty Ltd ACN 604 963 966 and its successors and assigns.

Development Act means Strata Schemes Development Act 2015 (NSW).

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Embedded Network means a network and system in South Village A, B & C for the supply of Embedded Network Services to South Village A, B & C and Lots in South Village A, B & C, and includes associated equipment and fittings located within the Common Property.

Embedded Network Service means the supply of any of:
(a) electricity;
(b) gas;
(c) hot water;
(d) chilled water;
(e) potable water;
(f) recycled water;
(g) internet services;
(h) mobile telephone signal distribution services; or
(i) fibre communications.

Embedded Network Supplier means an entity that supplies an Embedded Network Service.

Garbage Rooms means the garbage rooms denoted as "D" on the Strata Plan.

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

Initial Period has the same meaning as it does in the Management Act.

Initial Period Restrictions means the restrictions on the powers of Owners Corporation pursuant to section 26 of the Management Act.

Inter-Tenancy Wall means a Common Property wall between two Lots.

Lot means a strata lot in South Village A, B & C.

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

Management Statement means the management statement for South Village registered with the Stratum Plan for South Village A, B & C.

Occupier means the occupier, lessee, licensee or any person in lawful occupation of a Lot or any part of a Lot.

Original Proprietor means South Village Ply Limited ACN 164 771 244.

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

Owners Corporation means The Owners - Strata Plan No. 98216.

Restricted Dog is as defined in the Companion Animals Act 1998 (NSW).

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.

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Shared Facilities has the same meaning as it does in the Management Statement.

South Village means the whole of the land comprised in the development known as South Village being Lots 1, 2, 3, 4 and 5 in DP1215830 as subdivided or consolidated from time to time.

South Village A, B & C means the strata scheme comprised in strata plan number 98216.

Storage Area means the storage areas denoted as "S" on the Strata Plan.

Strata Committee means the strata committee of the Owners Corporation.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means SP98216.

Stratum Plan means DP1215830.

1.2 Interpretation

Unless a contrary intention appears, a reference in the by-laws to:
(a) words that are not defined in these by-laws have the same meaning as they do in the Management Act;
(b) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
(c) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;
(d) a particular person includes a reference to the person's executors, administrators, successors, substitutes and assigns;
(e) the singular includes the plural and vice versa; and
(f) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings
Headings are for convenience only and do not affect the interpretation of the by-laws.

1.4 Severability
A provision of the by-laws that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of the provision in the by-laws in any other jurisdiction. This does not affect the validity or enforceability of the provision in any other jurisdiction or the validity or enforceability of the remaining by-laws in any jurisdiction.

1.5 Discretion in exercising rights
The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

1.6 Partial exercise of rights
If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

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1.7 Remedies cumulative
The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

2 Introduction

2.1 What are by-laws?
The by-laws regulate the day-to-day management and operation of South Village A, B & C.

2.2 Who must comply with the by-laws?
Owners and Occupiers and the Owners Corporation must comply with the by-laws.

3 Management Statement

3.1 What is a Management Statement?
The Management Statement regulates the management and operation of South Village A, B & C and the other components of South Village.

3.2 Compliance with the Management Statement
Each Owner, Occupier and the Owners Corporation must comply with the Management Statement.

3.3 Inconsistencies
The provisions of the Management Statement prevail if there is an inconsistency between a by-law and the Management Statement.

4 Behaviour

4.1 Obligations of Owners and Occupiers
Owners and Occupiers must not:
(a) make noise, vibration or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
(b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
(c) smoke cigarettes, cigars or pipes while on Common Property or allow smoke from them to enter Common Property;
(d) obstruct the use of Common Property by any person;
(e) do anything in South Village A, B & C which is illegal;
(f) leave children unattended in or on areas of Common Property which are of possible danger or hazard to children; or
(g) do anything which might damage the good reputation of the Owners Corporation or South Village A, B & C.

4.2 Complying with law
Owners and Occupiers must comply on time and at their cost with all laws relating to:
(a) their Lot; and
(b) Common Property to which they have a licence, lease or a right to use under a Common Property Rights By-Law.

5 Vehicles

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Standard By-Laws 5 was repealed by the Owners Corporation on 29/01/2020

6 Responsibility for visitors

6.1 Owners and Occupiers obligations
Owners and Occupiers must:
(a) take all reasonable steps to ensure that the Owner's and the Occupier's visitors comply with the:
(i) by-laws; and
(ii) Management Statement;
(b) ensure that visitors leave South Village A, B & C if they do not comply with the:
(i) by-laws; and
(ii) Management Statement; and
(c) accompany visitors at all times, except when they are entering or leaving South Village A, B & C or South Village.

6.2 Leasing Lots
If an Owner leases or licences its Lot, the Owner must:
(a) provide its tenant or licensee with an up-to-date copy of the by-laws and the Management Statement; and
(b) ensure that the Owner's tenant or licensee and their visitors comply with the by-laws and the Management Statement.

7 Obligations of Owners and Occupiers for the Lot

7.1 General obligations
Each Owner and Occupier must, in relation to the Lot which they own or occupy:
(a) keep the Lot clean and tidy and in good repair and condition;
(b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Management Statement which services the Lot;
(c) notify the Owners Corporation if it changes the existing use of the Lot in a way which may affect the Owners Corporation's insurance policies or premiums; and
(d) notify the Building Management Committee if it changes the existing use of the Lot in a way which may affect its insurance policies or premiums.

7.2 Owners Corporation Consent
Each Owner and Occupier must have consent from the Owners Corporation to:
(a) carry out Building Works;
(b) do or keep anything in or on a Lot that is not in keeping with the appearance of South Village;
(c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in a Lot if they are visible from outside of the Lot or South Village;
(d) install an audible intruder alarm;
(e) do anything that may invalidate, suspend or increase the premium payment for any insurances effected by the Owners Corporation; or
(f) attach or hang an aerial or wires outside a Lot.

7.3 Floor coverings
(a) Each Owner and Occupier must keep the floors in their Lot covered or treated to stop the transmission of noise which unreasonably disturbs other Owners or Occupiers.
(b) If an Owner wants to change the floor covering or treatment within their Lot other than the floor covering or treatment existing as at the date of registration of the Strata Plan the impact insulation rating of an installed floor

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covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and will comply with the requirements of the Building Code of Australia.
(c) Each Owner must notify the Owners Corporation in writing at least 14 days before the Owner changes the floor covering or treatment within their Lot in accordance with by-law 7.3(b).

7.4 Windows
(a) Each Owner must obtain consent from the Owners Corporation to:
(i) attach window tinting (or any other item); and
(ii) install curtains, roller blinds or venetian blinds (or any other type of window covering),
to windows and glass doors in the Owner's Lot.
(b) Each Owner may install curtains, roller blinds or venetian blinds on or in their Lot provided that:
(i) the window coverings have an appearance from outside the Lot or South Village A, B & C which is in keeping with the appearance of South Village;
(ii) the window coverings have a white or off-white colour; and
(iii) any curtains have a white or off-white colour and backing.

7.5 Laundry
Owners and Occupiers must not hang laundry (or any other item) in any area of their Lot so that it is visible from outside the Lot.

8 Keeping Animals

(a) Owners and Occupiers may keep in their Lot, without obtaining the consent of or notifying the Owners Corporation:
(i) fish in a secure indoor aquarium; or
(ii) a guide dog or hearing dog or other animal if they need the dog or other animal because of a visual disability, hearing disability or any other disability.
(b) Owners and Occupiers may keep up to a total maximum of 2 of the following types of animals in their Lot:
(i) small companion dogs (other than Restricted Dogs which are expressly prohibited) not exceeding 10kg;
(ii) cats;
(iii) small caged birds,
but only if the Owner or Occupier notifies the Owners Corporation in writing before bringing the animals in or on to the Lot.
(c) Owners and Occupiers may not keep any other type of animal in the Owner's or Occupier's Lot without the written consent of the Owners Corporation (such consent not to be unreasonably withheld).

8.2 Controlling animals
Owners and Occupiers must ensure that:
(a) any animal they are allowed to keep under this by-law does not wander onto another Lot or Common Property; and
(b) when taking any animal onto Common Property, they must carry it and control it at all times.

8.3 Conditions for keeping an animal
The Owners Corporation has the right at any time to order an Owner or Occupier to remove its animal if:
(a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
(b) the Owner or Occupier does not comply with its obligations under this by-law; or
(c) if the Owner or Occupier keeps a dog, the dog is a Restricted Dog or is not registered under the Companion Animals Act 1998 (NSW).

8.4 Responsibilities
Owners and Occupiers are responsible:

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(a) to other Owners and Occupiers and people using Common Property for:
(i) any noise their animal makes which causes unreasonable disturbance; and
(ii) damage to or loss of property or injury to any person caused by their animal; and
(b) to clean up after their animal and take such action as may be necessary to clean all areas of their Lot and Common Property that are soiled by the animal.

9 Noise controls

9.1 Noise which affects neighbours
Owners and Occupiers must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

9.2 Equipment and machinery
(a) Owners and Occupiers must ensure that equipment and machinery in their Lot or Common Property does not cause vibrations or noise in another part of South Village which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.
(b) Owners and Occupiers must ensure that any Air Conditioning System or heat pump water heater in their Lot or Common Property:
(i) do not cause an LAeq (15min) sound pressure level in excess of 5dB(A) above the ambient background level when measured on or within any residential property; and
(ii) between the hours of 10pm and 8am on weekends and public holidays and 10pm and 7am any other day, must not be heard within any residence with its windows and/or doors open or closed.
(c) Owners and Occupiers must ensure that all sound producing plant, equipment, machinery, mechanical ventilation systems or refrigeration systems:
(i) are acoustically attenuated so that the noise emitted:
(A) before 8am or after 10pm on any Saturday, Sunday or public holiday; or
(B) before 7am or after 10pm on any other day,
does not exceed an LAeq sound pressure level of 5dB above the ambient background noise level when measured:
(A) at the most effected point on or within any residential property boundaries; or
(B) at the external edge of any sole occupancy unit balcony within any Lot at any time any of those items operate; and
(ii) cannot be heard within a habitable room in any Lot consisting of a sole occupancy unit (as defined in the Building Code of Australia) or other residential premises (regardless of whether any door or window to that room is open).

10 Erecting a sign

10.1 Obligations
Owners and Occupiers must not erect a sign in their Lot or on Common Property.

10.2 Developer and Original Proprietor Activities
The Developer and the Original Proprietor do not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot which is owned by the Developer or Original Proprietor.

11 Moving and delivering furniture and goods

11.1 Moving in

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Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of South Village A, B & C or move large articles (e.g. furniture) through Common Property.

11.2 Obligations
When an Owner or Occupier takes deliveries or moves furniture or goods through South Village A, B & C, they must:
(a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
(b) repair any damage they (or the person making the delivery) cause to Common Property; and
(c) 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.

11.3 Additional requirements for moving in or moving out
The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of South Village A, B & C:
(a) 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;
(b) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
(c) Owners or Occupiers may be prohibited from moving items through the front foyer of South Village A, B & C and/or restricted to using a loading dock nominated by the Owners Corporation; and
(d) 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 damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

11.4 Building Manager may co-ordinate
The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:
(a) make arrangements with the Building Manager when they move in or out of South Village A, B & C; and
(b) comply with the requirements of the Building Manager when they take deliveries or move furniture or goods through South Village A, B & C.

12 Balconies

12.1 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 a type approved by the Owners Corporation;
(b) it is of a standard commensurate with the standard of South Village;
(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.

12.2 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.

12.3 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

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that are not Common Property.

12.4 Enclosing a Balcony
Owners and Occupiers must not enclose their Balconies.

12.5 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 towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

12.6 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.

12.7 Indemnity
Each Owner and Occupier agrees to indemnify 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 12, 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.

13 Storing and operating a barbeque

13.1 Barbeques
Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:
(a) it is a type approved under by-law 13.2;
(b) it will not (or is not likely to) cause damage;
(c) it is not (or 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.

13.2 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.

13.3 Operating a barbeque
(a) Owners and Occupiers may only operate barbeques during the hours of 9:00 am and 9:00 pm (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 interfere unreasonably with another Owner or Occupier.

14 Disposal of garbage

14.1 General requirements
Owners and Occupiers must not deposit or leave garbage or recyclable materials:
(a) on Common Property (other than in the Garbage Room or a garbage chute according to this by-law); or
(b) in an area of their Lot which is visible from outside the Lot.

14.2 Obligations

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Owners and Occupiers must:
(a) drain and securely wrap household garbage and put it in the garbage chute on their level of South Village A, B & C;
(b) leave other garbage and recyclable materials in the area in the Garbage Room designated by the Owners Corporation for that purpose;
(c) drain and clean bottles and make sure they are not broken before placing them in the area in the Garbage Room designated by the Owners Corporation for that purpose;
(d) recycle garbage according to instructions from the Owners Corporation and Council; and
(e) contact the Owners Corporation to remove (at the Owner's or Occupier's cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

14.3 Garbage Chutes
Owners and Occupiers must not place:
(a) bottles or glass;
(b) liquids;
(c) items that weigh more than 2.5 kilograms; or
(d) boxes or large items
in a garbage chute.

14.4 Owners Corporation responsibility
The Owners Corporation must:
(a) make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and
(b) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

15 Common Property Rights By-Law for Building C courtyard

15.1 Common Property Rights By-Law
This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution with the written consent of the Owners of the Lots to which it applies.

15.2 Grant of right
The rights under this by-law are granted to the owners of Lots 181 - 243 inclusive, being the Lots comprised in Building C shown on the Strata Plan (Benefited Owners)

15.3 Exclusive use rights
(a) Each of the Benefitted Owners have exclusive use of the Common Property courtyard area on Level 1 of the building which is directly adjacent to the lift lobby on the North Eastern side of Building C (Courtyard).
(b) The Courtyard may only be used by the Benefited Owners as a common breakout and barbeque area.
(c) The Owners Corporation may restrict Security Key access to the Courtyard to only the Benefited Owners.

15.4 Maintenance and repair
The Owners Corporation remains responsible for the maintenance of the Courtyard and keeping it in a state a of good and serviceable repair.

16 Building Works

16.1 Consent

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

16.2 Procedures before carry out Building Works
Before carrying out Building Works, Owners and Occupiers must:
(a) obtain necessary consents from the Owners Corporation and Government Agencies;
(b) obtain necessary consents from the Building Management Committee;
(c) find out where service lines and pipes are located;
(d) obtain consent from the Owners Corporation if it proposes to interfere with or interrupt services; and
(e) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

16.3 Procedures when carrying out Building Works
Owners and Occupiers carrying out 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.

17 Use and Occupation

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

17.2 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.

18 Building Manager

18.1 Appointment
The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for South Village A, B & C.

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

18.3 Duties
The duties of a Building Manager under an agreement with the Owners Corporation may include:
(a) caretaking, supervising and servicing Common Property;
(b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee);
(c) supervising the repair, maintenance, renewal or replacement of Common Property;
(d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
(e) co-ordinating the carrying out of Building Works;
(f) managing the Security Key system and providing Security Keys according to the by-laws;
(g) providing services to the Owners Corporation, Owners and Occupiers;
(h) supervising employees and contractors of the Owners Corporation;
(i) supervising South Village A, B & C generally; and
(j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of

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South Village A, B & C.

18.4 Agreements under the Management Statement
The terms, remuneration, provisions and duties under an agreement between the Owners Corporation and a Building Manager must comply with the Management Statement.

19 Special privilege for Air Conditioning Units

19.1 Special privilege rights
(a) The Owners and Occupies must not keep any Air Conditioning Unit on the balcony of their Lot.
(b) Owners have the special privilege to keep an Air Conditioning Unit (of a type and size approved by the Owners Corporation) on that part of Common Property required.
(c) The special privilege is granted in relation to that part of Common Property required for the installation and keeping of the Air Conditioning Unit.

19.2 Obligations
Owners must, at their cost:
(a) operate, maintain and repair their Air Conditioning Unit in accordance with manufacturer's specifications and by-law 9;
(b) maintain, repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed (excluding any structural maintenance and repairs);
(c) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building in South Village A, B & C;
(d) use contractors approved by the Owners Corporation to maintain repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed; and
(e) comply with requirements of Government Agencies about Air Conditioning services.

20 Damage to Common Property

20.1 Obligations
Owners and Occupiers must:
(a) use Common Property equipment only for its intended purpose;
(b) immediately notify the Owners Corporation if they know about damage to or a defect in Common Property; and
(c) compensate the Owners Corporation for any damage to Common Property caused by them, their visitors or persons doing work or carrying out Building Works in South Village A, B & C on their behalf.

20.2 Owners Corporation consent
Owners and Occupiers must have consent from the Owners Corporation to:
(a) interfere with or damage Common Property;
(b) remove anything from Common Property that belongs to the Owners Corporation; or
(c) interfere with the operation of Common Property equipment.

21 Insurance premiums

21.1 Consent from the Owners Corporation
An Owner or Occupier must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

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21.2 Increased premiums
If the Owners Corporation gives consent under this by-law, it may make conditions that require the Owners or Occupier to reimburse the Owners Corporation for any increased premium.

21.3 Management Statement
Under the Management Statement, Owners and Occupiers must notify the Building Management Committee if they do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

22 Security

22.1 Rights and obligations of the Owners Corporation
The Owners Corporation must take reasonable steps to:
(a) stop intruders coming into South Village; and
(b) prevent fires and other hazards.

22.2 Installation of security equipment
Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of South Village A, B & C.

22.3 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 South Village A, B & C where an Owner or Occupier does not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
(c) allow security personnel to use part of Common Property to operate or monitor security of South Village A, B & C.

22.4 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 South Village.

23 Security Keys

23.1 Providing Owners and Occupiers
The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 22.

23.2 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 South Village A, B & C carpark. This will be determined by reference to how many carspaces each Lot has.
(c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

23.3 Ownership

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Security Keys belong to the Owners Corporation.
23.4 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 and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

23.5 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.

23.6 Prohibitions
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.

24 Consents

24.1 Who may give consent?
Unless a by-law states otherwise, consents under the by-laws may be given by:
(a) the Owners Corporation at a general meeting; or
(b) the Strata Committee at a meeting of the Strata Committee.

24.2 Conditions
The Owners Corporation or the Strata Committee may make conditions if they give a consent to do things under the by-laws.

24.3 Revocation
The Owners Corporation or the Strata Committee may revoke their consent if an Owner or Occupier does not comply with:
(a) conditions made by them when they gave the consent; or
(b) the by-law under which the consent was given.

25 Failure to comply with by-laws

25.1 Owners Corporation step in rights
The Owners Corporation may do anything on a Lot that the Owner or Occupier should have done under the Management Act or the by-laws but which they have not done or, in the opinion of the Owners Corporation, have not done properly.

25.2 Procedures
The Owners Corporation must give the Owner or Occupier a written notice specifying when it will enter the Lot to

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do the work and the Owner or Occupier must:
(a) give the Owners Corporation (or persons authorised by it) access to the Lot in accordance with the notice and at the Owner's or Occupier's cost; and
(b) pay the Owners Corporation for its costs for doing the work.

26 Service of documents

26.1 Service by e-mail
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 the e-mail address.

27 Embedded Networks

27.1 Agreement for supply of Embedded Network Services
(a) Power to enter into agreement
The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation of Embedded Networks in South Village A, B & C for the supply of Embedded Network Services to Lots and Common Property and for South Village generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.
(b) Initial Period
The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.
(c) Delegation of functions
The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

27.2 Agreement during the Initial Period
If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period:
(a) if the agreement 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, the agreement must be ratifiedby the Owners Corporation at the first annual general meeting; and
(b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to the Lots;
(d) 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, when applicable, the appointment of the Embedded Network Supplier is not ratified by the Owners Corporation at the first annual general meeting; and
(e) the Owners Corporation may agree that if the appointment of the Embedded Network Supplier is not ratified 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.

27.3 Agreements after the Initial Period
If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:
(a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should

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not exceed the period permitted by law;
(b) the pricing of the Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation; and
(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots.

27.4 What provisions must be included in an agreement?
An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:
(a) 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
(b) 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, if the agreement with the Embedded Network Supplier is terminated.

27.5 Agreements under the Management Statement
If the Building Management Committee has entered into an Embedded Network Service supply agreement for the provision of an Embedded Network Service to South Village, any agreement between Owners Corporation and the supplier must be consistent with the agreement between the Building Management Committee and the Embedded Network Supplier.

28 Storage Areas

(a) The Owner or Occupier of any Storage Areas 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, Common Property or any item of personal property stored within the Storage Area resulting from the use of the Storage Area; and
(iii) ensure the Storage Area is kept clean and free of all rubbish and vermin.

(b) Owners and Occupiers of any Storage Area acknowledge that the Storage Area are located within a part of South Village A, B & C 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.

29 Access right

For the purpose of the Management 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 the Management Act, if the Owners Corporation provides seven days written notice to the Owner or Occupier of its intention to so enter the Lot.

30 Smoking

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

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

31 NBN Co Limited rights

31.1 Background
(a) If NBN Co Limited (NBN Co) has installed on the Common Property equipment associated with the National Broadband Network (NBN), such as being fibre optic cables and other network equipment (Equipment), including within the communication room, pathways, conduit, internal riser space and any pit and pipe that may be located on the Common Property (not already owned by NBN Co) (Pathways), then this clause 31 applies.
(b) NBN Co has installed the Equipment on the basis of its powers under Schedule 3 of the Telecommunications Act 1997 (Cth) (Schedule 3).
(c) The Pathways are located on the Common Property which is under the control of the Owners Corporation.

31.2 Owners Corporation obligations
The Owners Corporation, Owners and Occupiers must, for the benefit of NBN Co:
(a) not use, alter or interfere with the Pathways in which the Equipment is located;
(b) not prevent NBN Co or its contractors from using and maintaining the Pathways and installing additional facilities within the Pathways as required by NBN Co;
(c) allow NBN Co to enter on any part of the Common Property or a Lot to enable NBN Co to repair, maintain, replace or install the Equipment;
(d) not permit any other person or telecommunications carrier to use, alter or interfere with the Equipment or the Pathways without the consent of NBN Co; and
(e) notify NBN Co where they receive a Schedule 3 notice or access request from another telecommunications carrier in relation to the Pathways.

31.3 Acknowledgement and waiver
The Owners Corporation, Owners and Occupiers:
(a) acknowledge that NBN Co is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);
(b) 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 1 of Telecommunications Act 1997 (Cth); and
(c) waive their right to receive any notice under clause 17 of Schedule 3 that NBN Co may otherwise be required to serve in relation to any activity to be undertaken on the Development, including if NBN Co needs to access the Pathways in the future for maintenance activities.

31.4 Entering into agreements
(a) The Owners Corporation has the authority to, and must enter into any agreement with NBN Co or deed poll for the benefit of NBN Co.
(b) The Owners Corporation has the authority to, and must grant a licence to NBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation or South Village A, B & C. NBN Co 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.

32 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

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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.

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

1 Absolution of Maintenance Lot Fittings & Fixtures

Registration Date: 10/03/2020

PART 1 - Introduction and Intent
(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.
The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 of the Act.
(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions
2.1 In this by-law, unless the context otherwise requires or permits:
(a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
(b) Lot means any lot in the strata plan
(c) Owner means the owner of the Lot
(d) Owners Corporation means the owners corporation created by the registration of strata plan 98216
(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.
2.2 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 include references to amending and replacing legislation.

PART 3 - Terms and Conditions
In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;
3.1 Internal Areas

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All decorative finishes within a lot, including but not limited to;
(a) All Cornices
(b) All Skirting Boards
(c) All Architraves and Internal Door Jams
(d) Wall tiles wherever located, including kitchen, bathroom and laundries
(e) Floor Tiles wherever located, including kitchen, bathroom and laundries
(f) False Ceilings
(g) Mezzanines, Stairs and Handrails
(h) All paintwork and wall paper
(i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas
All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) Shower screens
(c) Bathtub, including internal floor waste and drainage pipes
(d) Sinks and hand basins including internal drainage pipes,
(e) Cabinets and mirrors
(f) Toilet pan, including cistern and internal waste pipes
(g) All lights, light fittings and exhaust fans that only service the lot, wherever located
3.3 Kitchen Areas
All Kitchen fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) All internal waste and drainage pipes, including connection to the common stack
(c) Bench tops
(d) Sinks and insinkerators
(e) Ovens, Stoves and Cook Tops
(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points
3.4 Floor Coverings
(a) All carpet within the lot
(b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
(c) All Floor boards, whether floating or fixed
(d) All parquetry, linoleum, vinyl and cork tiles wherever located
3.5 Balcony/Courtyard Areas
(a) All tiles, pavers and decking
(b) All stairs and handrails within the balcony or courtyard area
(c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
(d) All plants and grassed areas within the balcony or courtyard
(e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
(f) Fences that divide two lots
(g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot
3.6 Electrical Fittings & Appliances
(a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
(b) All electrical sockets and wall plates
(c) Electrical main and sub-main that services only one lot including fuses wherever located
(d) Smoke Detectors that only service one lot
(e) Alarm Systems that only service one lot
(f) Individual Garage Door Motors
(g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot,

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wherever located
(h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
(i) Ceiling Fans
(j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
(k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.
3.7 Front Door, Balcony Doors, Windows and Garage Area
(a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
(b) Automatic door closers
(c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

2 Rectification of Settlement Cracks

Registration Date: 10/03/2020

1. Pursuant to Section 106, the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that;
a. Any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building/s;
b. the damage has not been caused by impact or other insurable events;
c. the damage has no material effect upon the utility of a lot.
2. If a dispute arises with the owner of a lot in the strata scheme in respect of subclause 1(a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.
3. If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject lot if the damage or defect is determined to be caused by settlement or shrinkage.

3 Minor Renovations By-Law

Registration Date: 19/03/2020

1. Intention
The intention of this By-law is;
i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
ii. Define what Minor Works may be approved by the committee,
iii. Provide owners with an application process to have their Minor Works approved,
iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions
i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
b. Renovating any other room within a lot (not including structural works)

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c. Changing or installing recessed light fittings,
d. Installing or replacing wood or other hard floors,
e. Installing or replacing wiring or cabling or power or access points,
f. Work involving reconfiguring walls,
g. Installing or replacing pipes and duct work,
h. Installing a rainwater tank,
i. Installing a clothesline,
j. Installing a reverse cycle split system or ducted air-conditioning system,
k. Installing double or triple glazed windows,
l. Installing a heat pump or hot water service,
m. Installing ceiling, wall or floor insulation,
n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations
i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process
An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
ii. A description of the Minor Renovations proposed,
iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
iv. Details of how any rubbish and debris will be disposed of during the construction process,
v. The estimated duration of the work,

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vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals
The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.
i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
iv.the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
i. The supply of a Dilapidation Report prior to the commencement of the works,
ii. The supply of additional expert reports relevant to the proposed works,
iii. Payment of a Bond before commencement of the works,
iv. Conditions surrounding noise and proposed times of work,
v. Provisions for cleaning and removal of debris,
vi. Conditions surrounding access to common property for trades, equipment and vehicles.
vii. Any other matter relevant to the application.

4 Major Building Work (Major Renovations) By-Law

Registration Date: 10/03/2020

1. Approval of Owners Corporation required
Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

2. Application to the Owners Corporation
An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:
(a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
(b) include with the application;
(i) any fee prescribed by the Owners Corporation
(ii) detailed plans and specifications for the Major Building Works;
(iii) a description of the proposed Major Building Works; and
(iv) information as to:
A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and

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B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

3. Rights in Owners Corporation
(a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:
(i) require the applicant to submit further information, such as further plans, specifications or reports;
(ii) waive the requirement to submit detailed plans and specifications;
(iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works until not impact on the structural integrity of the Building; or
(iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)
(b) in processing an application, the Owners Corporation:
(i) may act in its own discretion;
(ii) approve it unconditionally or may impose conditions; and
(iii) may disregard its previous decisions.
(c) In processing an application, the Owners Corporation may require the payment of a bond:
(i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
(ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
(iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.
(d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval I may give.
(e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.
(f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

4. Pre-conditions to commencing to carry out Major Building Works
(a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
(b) Owners must not commence to carry out Major Building Works unless:
(i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).
(ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).
(iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
(iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
(v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;
(vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
(vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

5. Pre-conditions to commencing to carry out Major Building Works to Common Property
(a) the provisions of this by-law apply to Major Building Works to Common Property
(b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out

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the Major Building Works unless:
(i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and
(ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:
A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;
B. the Owners Corporation has made and registered a by-law to that effect; and
C. the Owner has given the Owners Corporation its approval to the making of the by-law

6. Condition when carrying our Major Building Works
When carrying out Major Building Works an Owner to whom approval has been granted must:
(a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
(b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
(c) ensure the works are carried out in a proper and workmanlike manner;
(d) use only qualified and, where appropriate, licensed tradesmen;
(e) ensure the works are carried out without undue delay;
(f) ensure no materials, tools, rubbish, or debris are left lying about the Common Property;
(g) cause as little disturbance to other Owners and Occupiers as is practicable;
(h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
(i) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;
(j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and
(k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

7. Access to Common Property
The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation)

8. Completion of Major Building Works
On completion of Major Building Works, the Owner who has carried out the works must:
(a) ensure all rubbish and debris caused by the works is removed from the Building and environs;
(b) ensure the Common Property is left clean and tidy;
(c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
(d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

9. Major Building Works must comply with Laws and requirements of Authorities
An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

10. Indemnity
An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

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(a) in connection with the major Building Works (including costs for approving the Major Building Works); and
(b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

11. Right in Owners Corporation to remedy
At its discretion, the Owners Corporation may:
(a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
(b) enter any part of the Parcel to carry out its rights in this by-law; and
(c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

12. Future alteration to Major Building Works
Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

13. Major Building Works Not Permitted to Remain
Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

14. Development Consent
Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works he subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.

5 Recovery of Administrative Costs

Registration Date: 10/03/2020

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.

ii. Examples include, but are not limited to, additional expenses incurred for remedying By- law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:
'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015
'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire

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Brigades, Local Council or Work Cover.
'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums
'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners
i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rghts, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

6 Recovery of Stationery Expenses

Registration Date: 10/03/2020

Intention
i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of $20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation

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Strata Plan 98216
1 VILLAGE PLACE KIRRAWEE

'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means
'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners
i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
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;

BL5 Parking as amended

Registration Date: 10/03/2020

1. No Parking on Common Property by Owners and Occupiers Without Approval
An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval
An owner of a lot must:
(a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and
(b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces
An owner or occupier of a lot must:
(a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,
(b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

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4. Definition of a Visitor
A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

5. Privately Owned Parking Spaces
Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

6. No Parking on Common Property by Outsiders
An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

7. No Parking in Another Parking Space
An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

8. Breach of By-Law - No Parking Notices
(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:
(i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),
(ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
(iii) recover as a debt from the owner or occupier in breach of this by-law:
(A) the sum of $165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and
(B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").
(b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

9. Breach of By-Law - Recovery of Expenses
9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:
(a) rectify the breach, and/or
(b) to the extent permitted by law, recover from the owner or occupier as a debt:
(i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and
(ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").
(c) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;
9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.
9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.

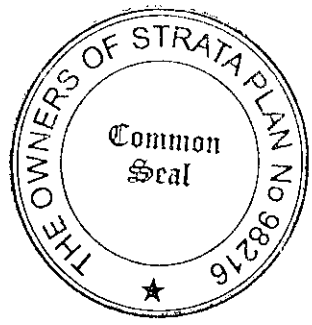
10. Mode of Recovery of Expenses, Interest, etc

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Strata Plan 98216
1 VILLAGE PLACE KIRRAWEE

In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:
(a) the owner's account with the owners corporation;
(b) levy notices given to that owner; and
(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot;
for the purpose of recovering any of those amounts from the owner as a debt.

11. Inconsistencies
To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.



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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 98216 was affixed 20 March 2020 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: **Anita Dalag of Netstrata**

Authority: **Appointed Managing Agent**



Created on Aug 13, 2020 7:50:15 AM

866736

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of Sutherland

No. 866736

SYMBOLS AND ABBREVIATIONS

Boundary Trap	RV Reflux Valve	IP Induct Pipe	Bsn Basin
Inspection Shaft	Cleaning Eye	MF Mica Flap	Shr Shower
Pit	OVERT Vertical Pipe	T Tube	WIP Wrought Iron Pipe
GI Grease Interceptor	OVP Vent Pipe	KS Kitchen Sink	CIP Cast Iron Pipe
Gully	OSVP Soil Vent Pipe	WC Water Closet	FW Floor Waste
PT P Trap	DCC Down Cast Cow	BW Bath Waste	WM Washing Machine

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer

RATE No. ..... W.C.s. .....

SHEET No. 1015 U.C.s. .....

Scale 1:500

Boundary Trap ~~is/is not~~ required

Outfall CR

For Head Services Engineer

NOT TO SCALE

FLORA ST

NORTH RD.

OAK

Lot 1

Lot 2

S.C.C. Sub-Main K.O.K.

WC Bsn

Board's 12 225mm VC.P Sewer

PRINCES HWY

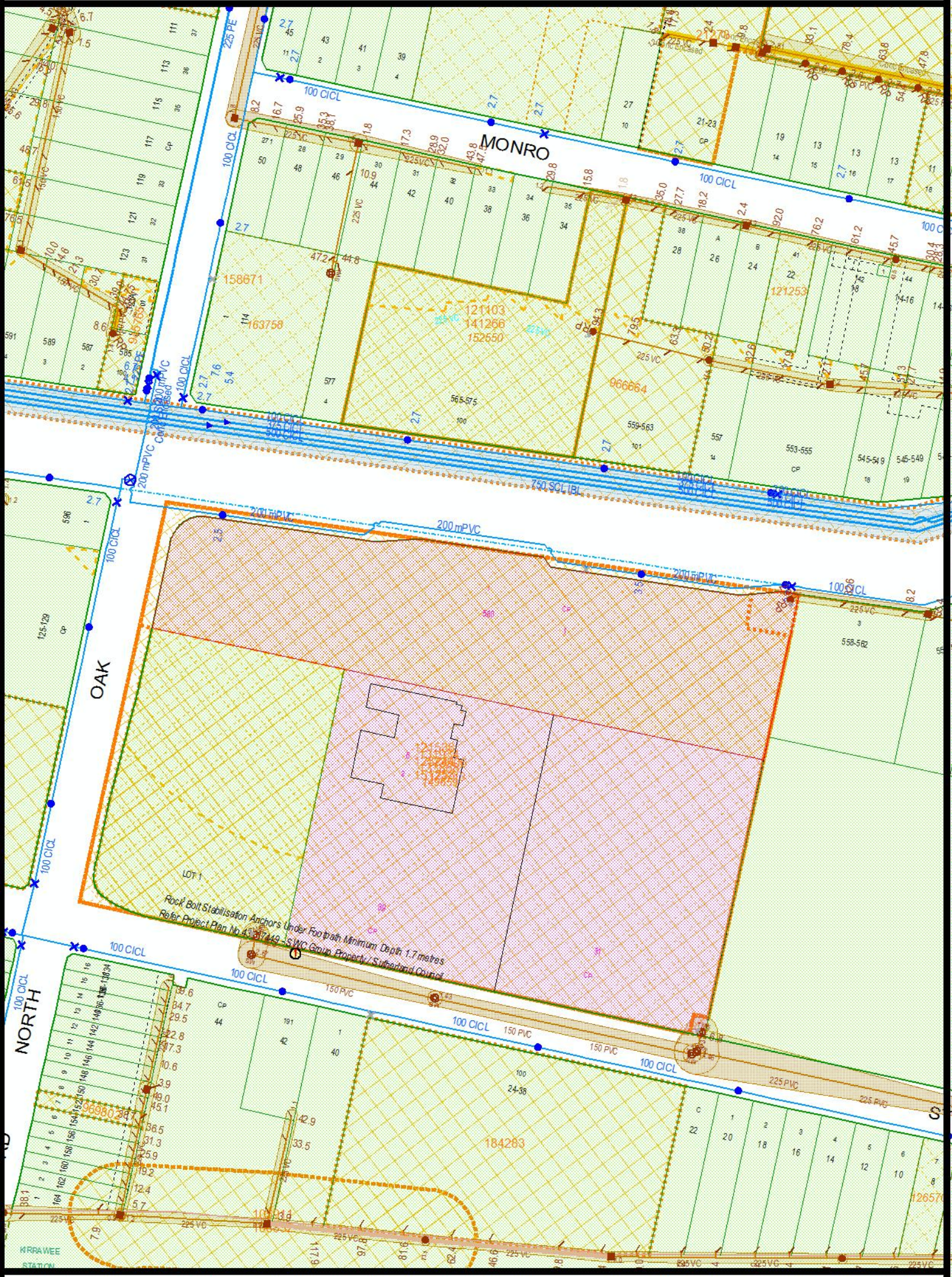
Lot 1 · 21-11-78

Sewer

Application No. 10504724

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Application No. 10504723 Created on Aug 12, 2020 5:55:34 PM



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Applicant:

Jaz Property Solutions Pty Ltd
1 Durant Place
CHERRYBROOK NSW 2126

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:25/4904	Delivery option:	
Certificate date:	19/06/2025	Your reference:	10389

Property:

S/P 98216
1 Village Place (Private) KIRRAWEE NSW 2232

Zone:

* Sutherland Shire Local Environmental Plan 2015
  Zone MU1 Mixed Use

Notes:

(a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.

(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

(a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

INFORMATION PURSUANT TO SECTION 10.7(2), ENVIRONMENTAL PLANNING & ASSESSMENTACT, 1979

1. Names of relevant instruments and DCPs

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

Environmental Planning Instruments

* Sutherland Shire Local Environmental Plan 2015
* SEPP (Exempt and Complying Development Codes) 2008
* SEPP (Housing) 2021
* SEPP (Biodiversity and Conservation) 2021
* SEPP (Industry and Employment) 2021
* SEPP (Planning Systems) 2021
* SEPP (Primary Production) 2021
* SEPP (Resources and Energy) 2021
* SEPP (Resilience and Hazards) 2021
* SEPP (Transport and Infrastructure) 2021
* SEPP (Sustainable Buildings) 2022

Development Control Plans

Sutherland Shire Development Control Plan 2015

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

Draft Environmental Planning Instruments

The following Draft State Environmental Planning Policies

(SEPP) apply: Amendments to SEPP (Transport and Infrastructure) 2021 (formerly SEPP (Infrastructure) 2007), SEPP (Housing) 2021, SEPP (Exempt and Complying Development Codes) 2008, and SEPP (Planning Systems) 2021.

Draft Development Control Plans

No draft Development Control Plans apply.

3. Subsection (2.) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—:

a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant LEPs

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) The identity of the zone, whether by reference to-
(i) a name, such as “Residential Zone” or “Heritage Area” or
(ii) a number, such as “Zone No 2 (a)”,

(b) the purposes for which development in the zone—
(i) may be carried out without development consent, and
(ii) may not be carried out except with development consent, and
(iii) is prohibited,

Sutherland Shire Local Environmental Plan 2015
Zone MU1 Mixed Use

(i) Permitted without consent:

Home occupations

(ii) Permitted with consent:

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations

Any other development not specified in item (i) or (iii)

(iii) Prohibited:

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Attached dwellings; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home-based child care; Home occupations (sex services); Hostels; Industrial training facilities; Jetties; Marinas; Multi dwelling housing; Open cut mining; Recreation facilities (major); Resource recovery facilities; Rural industries; Rural workers' dwellings; Semi-detached dwellings; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Waste disposal facilities; Water supply systems; Wholesale supplies

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

No Additional Permitted Uses apply to this land.

(d) Do development standards apply to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

(e) Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

No

(f) Is the land in a conservation area, however described?

No

(g) Is an item of environmental heritage situated on the land, however described?

The Sutherland Shire Local Environmental Plan 2015 lists this property as the location of a heritage item and clause 5.10 applies.

3. Contribution Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

* The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).
* The 2016 Section 7.11 Development Contributions Plan applies to this property (Effective 01/01/17).

State Housing and Productivity Contribution applies to this property (Effective 01/10/23).

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

No areas within Sutherland Shire are currently part of a special contributions area.

4. Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and
b. the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code

Complying development under this Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.Part of the land is identified by an environmental planning instrument as excluded land, being environmentally sensitive land. For more information on the land based exemption, refer to the Sutherland Shire Local Environmental Plan 2015 - Environmentally Sensitive Land Maps available through SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes)*

2008.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

Complying development under the Housing Alterations Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Industrial and Business Alterations Code

Complying development under the Industrial and Business Alterations Code may only be carried out on that part of the land not affected by a specific land exemption. The land is affected by the following specific land exemptions:The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Industrial and Business Buildings Code

Complying development under the Industrial and Business Buildings Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:Part of the land is identified by an environmental planning instrument as excluded land, being environmentally sensitive land. For more information on the land based exemption, refer to the Sutherland Shire Local Environmental Plan 2015 - Environmentally Sensitive Land Maps available through SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au. The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local

Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones E1, E2, E3, MU1, E4, E5, W4, SP1, SP2, SP3 or SP5. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code may only be carried out on that part of the land not affected by a specific land exemption. The land is affected by the following specific land exemptions:The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Subdivisions Code

Complying development under the Subdivisions Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Rural Housing Code

Complying development under the Rural Housing Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental

Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.Part of the land is identified by an environmental planning instrument as excluded land, being environmentally sensitive land. For more information on the land based exemption, refer to the Sutherland Shire Local Environmental Plan 2015 - Environmentally Sensitive Land Maps available through SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.Part of the land is identified by an environmental planning instrument as excluded land, being environmentally sensitive land. For more information on the land based exemption, refer to the Sutherland Shire Local Environmental Plan 2015 - Environmentally Sensitive Land Maps available through SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

Green Field Housing Code

Complying development under the Greenfield Housing Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:The land is partially a heritage item or a

draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.Part of the land is identified by an environmental planning instrument as excluded land, being environmentally sensitive land. For more information on the land based exemption, refer to the Sutherland Shire Local Environmental Plan 2015 - Environmentally Sensitive Land Maps available through SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

Complying development under the General Development Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Demolition Code

Complying development under the Demolition Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Fire Safety Code

Complying development under the Fire Safety Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions.The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Inland Code

Complying development under the Inland Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.Part of the land is identified by an environmental planning instrument as excluded land, being environmentally sensitive land. For more information on the land based exemption, refer to the Sutherland Shire Local Environmental Plan 2015 - Environmentally Sensitive Land Maps available through SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to Sutherland Shire.)

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:The land is partially a heritage item or a draft heritage item. For more

information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.Part of the land is identified by an environmental planning instrument as excluded land, being environmentally sensitive land. For more information on the land based exemption, refer to the Sutherland Shire Local Environmental Plan 2015 - Environmentally Sensitive Land Maps available through SSLEP2015 Mapping Tool on www.sutherlandshire.nsw.gov.au.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within the following zones RU1, RU2, or RU4. Check the zoning on the front of this certificate.)

5. Exempt Development

(1) The extent to which the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and
b. the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code

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

Advertising and Signage Exempt Development Code

Exempt development may be carried out on the land under the

Advertising and Signage Exempt Development Code.

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

6. Affected building notices and building product rectification orders

(1) Is council is aware that—

(a) an affected building notice is in force in relation to the land, or

No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

No

(2) In this section—

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. Land Reserved for Acquisition

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 of this certificate make provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

No

8. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

9. Flood related development controls information

(1) Is the land or part of the land within the flood planning area and subject to flood related development controls?

No

(2) Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

No

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

(1) Is any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Council has adopted development control plans and the "*Contaminated Land Policy and Guideline*" which may restrict the development of the land. Consideration of Council's adopted policy, Council's Development Control Plan and the application of provisions under relevant State Legislation is warranted. This certificate may contain other relevant information on this matter in the section relating to the Contaminated Land Management Act and/or in Part 5.

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

Is the land bush fire prone?

None of the land is bush fire prone land as defined under the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Does 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?

No

13. Mine Subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

14. Paper subdivision information

(1) Is the land subject to any development plan adopted by a relevant authority that—

(a) applies to the land?, or

(b) is proposed to be subject to a ballot?

No

(2) Is the land subject to a subdivision order that applies to the land, and if so what is the date of the order?

No

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property Vegetation Plans

Has Council been notified that the land is subject to a property vegetation plan which is approved and in force under the *Native Vegetation Act 2003*, Part 4?

No

16. Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No

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

17. Biodiversity Certified Land

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No

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*.

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

Has Council been notified of an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No.

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

(1) If the *Coastal Management Act 2016* applies to the council, has the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works?

The Coastal Management Act 2016 does apply to Sutherland Shire. However, in the LGA there are no properties subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services.

(2) In this section—
existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 is the land—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17?, or

No

(b) shown on the Lighting Intensity and Wind Shear Map?, or

No

(c) shown on the Obstacle Limitation Surface Map?, or

No

(d) in the "public safety area" on the Public Safety Area Map?, or

No

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map?

No

Note: *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to any land in Sutherland Shire.

21. Development Consent Conditions for Seniors Housing

If *State Environmental Planning Policy (Housing) 2021*, chapter 3, part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of a kind set out in clause 88 (2) of that Policy?

No

22. Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing

(1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

None found.

(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

None found.

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

None found.

(4) In this section—

former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Any Other Prescribed Matter

Contaminated Land Management Act 1997

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

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
The land is the subject of a site audit statement.

Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

No

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers

should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlon
Manager Strategic Planning

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Lodger Details

Lodger Code	506516Q
Name	ADVOCATUS LAWYERS & CONSULTANTS
Address	L 1, 165 PHILLIP ST SYDNEY 2000
Lodger Box	1W
Email	DARREN.KANE@ADVOCATUSLAWYERS.COM.AU
Reference	SP98216-4308

Land Registry Document Identification

AV995361

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/SP98216	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP98216

Other legal entity

Meeting Date

20/01/2026

Amended by-law No.	
Details	NOT APPLICABLE
Repealed by-law No.	
Details	NOT APPLICABLE
Added by-law No.	
Details	SPECIAL BY LAWS 16, 17

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 law and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP98216
Signer Name	DARREN CHARLES KANE
Signer Organisation	DARREN CHARLES KANE
Signer Role	PRACTITIONER CERTIFIER
Execution Date	31/03/2026

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NETSTRATA

By-Laws

Electronic signature of me, Andrew Tunks, affixed by me, on 05/03/26 at 3:30 PM Property & Stock Agent Act 2002 Licence No 1361054

Strata Plan 98216

1 VILLAGE PLACE KIRRAWEE

"Annexure A"

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 29/11/2018

Strata Plan ...98216.... Common Seal

1 Definitions ans interpretation

1.1 Definitions

Unless the contrary intention appears, in these by-laws:

Air Conditioning Unit means an air conditioning unit which exclusively services a Lot and includes cables, conduits, pipes, wires, ducts and any other service that connects the air conditioning unit to the Lot or which are otherwise for the exclusive use of a Lot.

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 South Village A, B & C.

Balcony means a balcony, terrace and courtyard in a Lot.

Building Management Committee means the building management committee for South Village established according to the Conveyancing Act 1919 (NSW) and the Development Act (as the case may be).

Building Manager means the building manager appointed by the Owners Corporation according to by-law 18.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:
(a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;
(b) the structure of the Lot;
(c) the internal walls inside the Lot (e.g. a wall dividing two rooms in the Lot);
(d) Common Property services; or
(e) services in South Village A, B & C, whether or not they are for the exclusive use of the Lot,

but exclude:
(a) minor fit out works inside a Lot;
(b) works or alterations to the interior of Common Property walls in a Lot; and
(c) 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 the Lot or reduce the level of safety in the Lot or the Common Property.

Common Property means common property in South Village A, B & C and personal property of the Owners Corporation (excluding the Shared Facilities).

Common Property Rights By-Law means by-laws granting Owners exclusive use and enjoyment of the whole or any part of the Common Property or special privileges in respect of the whole or any specified part of the Common Property, and includes a 'common property rights by-law' under section 142 of the Management Act.

Council means Sutherland Shire Council and its successors and assigns.

Developer means Combined Projects (Kirrawee) Pty Ltd ACN 604 963 966 and its successors and assigns.

Development Act means Strata Schemes Development Act 2015 (NSW).

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Strata Plan 98216
1 VILLAGE PLACE KIRRAWEE

Embedded Network means a network and system in South Village A, B & C for the supply of Embedded Network Services to South Village A, B & C and Lots in South Village A, B & C, and includes associated equipment and fittings located within the Common Property.

Embedded Network Service means the supply of any of:
(a) electricity;
(b) gas;
(c) hot water;
(d) chilled water;
(e) potable water;
(f) recycled water;
(g) internet services;
(h) mobile telephone signal distribution services; or
(i) fibre communications.

Embedded Network Supplier means an entity that supplies an Embedded Network Service.

Garbage Rooms means the garbage rooms denoted as "D" on the Strata Plan.

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

Initial Period has the same meaning as it does in the Management Act.

Initial Period Restrictions means the restrictions on the powers of Owners Corporation pursuant to section 26 of the Management Act.

Inter-Tenancy Wall means a Common Property wall between two Lots.

Lot means a strata lot in South Village A, B & C.

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

Management Statement means the management statement for South Village registered with the Stratum Plan for South Village A, B & C.

Occupier means the occupier, lessee, licensee or any person in lawful occupation of a Lot or any part of a Lot.

Original Proprietor means South Village Ply Limited ACN 164 771 244.

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

Owners Corporation means The Owners - Strata Plan No. 98216.

Restricted Dog is as defined in the Companion Animals Act 1998 (NSW).

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.

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Shared Facilities has the same meaning as it does in the Management Statement.

South Village means the whole of the land comprised in the development known as South Village being Lots 1, 2, 3, 4 and 5 in DP1215830 as subdivided or consolidated from time to time.

South Village A, B & C means the strata scheme comprised in strata plan number 98216.

Storage Area means the storage areas denoted as "S" on the Strata Plan.

Strata Committee means the strata committee of the Owners Corporation.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means SP98216.

Stratum Plan means DP1215830.

1.2 Interpretation

Unless a contrary intention appears, a reference in the by-laws to:
(a) words that are not defined in these by-laws have the same meaning as they do in the Management Act;
(b) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
(c) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;
(d) a particular person includes a reference to the person's executors, administrators, successors, substitutes and assigns;
(e) the singular includes the plural and vice versa; and
(f) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings
Headings are for convenience only and do not affect the interpretation of the by-laws.

1.4 Severability
A provision of the by-laws that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of the provision in the by-laws in any other jurisdiction. This does not affect the validity or enforceability of the provision in any other jurisdiction or the validity or enforceability of the remaining by-laws in any jurisdiction.

1.5 Discretion in exercising rights
The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

1.6 Partial exercise of rights
If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

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1.7 Remedies cumulative
The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

2 Introduction

2.1 What are by-laws?
The by-laws regulate the day-to-day management and operation of South Village A, B & C.

2.2 Who must comply with the by-laws?
Owners and Occupiers and the Owners Corporation must comply with the by-laws.

3 Management Statement

3.1 What is a Management Statement?
The Management Statement regulates the management and operation of South Village A, B & C and the other components of South Village.

3.2 Compliance with the Management Statement
Each Owner, Occupier and the Owners Corporation must comply with the Management Statement.

3.3 Inconsistencies
The provisions of the Management Statement prevail if there is an inconsistency between a by-law and the Management Statement.

4 Behaviour

4.1 Obligations of Owners and Occupiers
Owners and Occupiers must not:
(a) make noise, vibration or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
(b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
(c) smoke cigarettes, cigars or pipes while on Common Property or allow smoke from them to enter Common Property;
(d) obstruct the use of Common Property by any person;
(e) do anything in South Village A, B & C which is illegal;
(f) leave children unattended in or on areas of Common Property which are of possible danger or hazard to children; or
(g) do anything which might damage the good reputation of the Owners Corporation or South Village A, B & C.

4.2 Complying with law
Owners and Occupiers must comply on time and at their cost with all laws relating to:
(a) their Lot; and
(b) Common Property to which they have a licence, lease or a right to use under a Common Property Rights By-Law.

5 Vehicles

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Standard By-Law 5 was repealed by the Owners Corporation on 29/01/2020

6 Responsibility for visitors

6.1 Owners and Occupiers obligations
Owners and Occupiers must:
(a) take all reasonable steps to ensure that the Owner's and the Occupier's visitors comply with the:
(i) by-laws; and
(ii) Management Statement;
(b) ensure that visitors leave South Village A, B & C if they do not comply with the:
(i) by-laws; and
(ii) Management Statement; and
(c) accompany visitors at all times, except when they are entering or leaving South Village A, B & C or South Village.

6.2 Leasing Lots
If an Owner leases or licences its Lot, the Owner must:
(a) provide its tenant or licensee with an up-to-date copy of the by-laws and the Management Statement; and
(b) ensure that the Owner's tenant or licensee and their visitors comply with the by-laws and the Management Statement.

7 Obligations of Owners and Occupiers for the Lot

7.1 General obligations
Each Owner and Occupier must, in relation to the Lot which they own or occupy:
(a) keep the Lot clean and tidy and in good repair and condition;
(b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Management Statement which services the Lot;
(c) notify the Owners Corporation if it changes the existing use of the Lot in a way which may affect the Owners Corporation's insurance policies or premiums; and
(d) notify the Building Management Committee if it changes the existing use of the Lot in a way which may affect its insurance policies or premiums.

7.2 Owners Corporation Consent
Each Owner and Occupier must have consent from the Owners Corporation to:
(a) carry out Building Works;
(b) do or keep anything in or on a Lot that is not in keeping with the appearance of South Village;
(c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in a Lot if they are visible from outside of the Lot or South Village;
(d) install an audible intruder alarm;
(e) do anything that may invalidate, suspend or increase the premium payment for any insurances effected by the Owners Corporation; or
(f) attach or hang an aerial or wires outside a Lot.

7.3 Floor coverings
(a) Each Owner and Occupier must keep the floors in their Lot covered or treated to stop the transmission of noise which unreasonably disturbs other Owners or Occupiers.
(b) If an Owner wants to change the floor covering or treatment within their Lot other than the floor covering or treatment existing as at the date of registration of the Strata Plan the impact insulation rating of an installed floor

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covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and will comply with the requirements of the Building Code of Australia.
(c) Each Owner must notify the Owners Corporation in writing at least 14 days before the Owner changes the floor covering or treatment within their Lot in accordance with by-law 7.3(b).

7.4 Windows
(a) Each Owner must obtain consent from the Owners Corporation to:
(i) attach window tinting (or any other item); and
(ii) install curtains, roller blinds or venetian blinds (or any other type of window covering),
to windows and glass doors in the Owner's Lot.
(b) Each Owner may install curtains, roller blinds or venetian blinds on or in their Lot provided that:
(i) the window coverings have an appearance from outside the Lot or South Village A, B & C which is in keeping with the appearance of South Village;
(ii) the window coverings have a white or off-white colour; and
(iii) any curtains have a white or off-white colour and backing.

7.5 Laundry
Owners and Occupiers must not hang laundry (or any other item) in any area of their Lot so that it is visible from outside the Lot.

8 Keeping Animals

Standard By-Law 8 was repealed by the Owners Corporation on 26/01/2022

9 Noise controls

9.1 Noise which affects neighbours
Owners and Occupiers must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

9.2 Equipment and machinery
(a) Owners and Occupiers must ensure that equipment and machinery in their Lot or Common Property does not cause vibrations or noise in another part of South Village which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.
(b) Owners and Occupiers must ensure that any Air Conditioning System or heat pump water heater in their Lot or Common Property:
(i) do not cause an LAeq (15min) sound pressure level in excess of 5dB(A) above the ambient background level when measured on or within any residential property; and
(ii) between the hours of 10pm and 8am on weekends and public holidays and 10pm and 7am any other day, must not be heard within any residence with its windows and/or doors open or closed.
(c) Owners and Occupiers must ensure that all sound producing plant, equipment, machinery, mechanical ventilation systems or refrigeration systems:
(i) are acoustically attenuated so that the noise emitted:
(A) before 8am or after 10pm on any Saturday, Sunday or public holiday; or
(B) before 7am or after 10pm on any other day,
does not exceed an LAeq sound pressure level of 5dB above the ambient background noise level when measured:
(A) at the most effected point on or within any residential property boundaries; or
(B) at the external edge of any sole occupancy unit balcony within any Lot at any time any of those items operate; and

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(ii) cannot be heard within a habitable room in any Lot consisting of a sole occupancy unit (as defined in the Building Code of Australia) or other residential premises (regardless of whether any door or window to that room is open).

10 Erecting a sign

10.1 Obligations
Owners and Occupiers must not erect a sign in their Lot or on Common Property.

10.2 Developer and Original Proprietor Activities
The Developer and the Original Proprietor do not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot which is owned by the Developer or Original Proprietor.

11 Moving and delivering furniture and goods

11.1 Moving in
Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of South Village A, B & C or move large articles (e.g. furniture) through Common Property.

11.2 Obligations
When an Owner or Occupier takes deliveries or moves furniture or goods through South Village A, B & C, they must:
(a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
(b) repair any damage they (or the person making the delivery) cause to Common Property; and
(c) 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.

11.3 Additional requirements for moving in or moving out
The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of South Village A, B & C:
(a) 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;
(b) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
(c) Owners or Occupiers may be prohibited from moving items through the front foyer of South Village A, B & C and/or restricted to using a loading dock nominated by the Owners Corporation; and
(d) 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 damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

11.4 Building Manager may co-ordinate
The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:
(a) make arrangements with the Building Manager when they move in or out of South Village A, B & C; and
(b) comply with the requirements of the Building Manager when they take deliveries or move furniture or goods through South Village A, B & C.

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12 Balconies

12.1 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 a type approved by the Owners Corporation;
(b) it is of a standard commensurate with the standard of South Village;
(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.

12.2 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.

12.3 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.

12.4 Enclosing a Balcony
Owners and Occupiers must not enclose their Balconies.

12.5 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 towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

12.6 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.

12.7 Indemnity
Each Owner and Occupier agrees to indemnify 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 12, 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.

13 Storing and operating a barbeque

13.1 Barbeques
Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:
(a) it is a type approved under by-law 13.2;
(b) it will not (or is not likely to) cause damage;
(c) it is not (or 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.

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

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

13.3 Operating a barbeque
(a) Owners and Occupiers may only operate barbeques during the hours of 9:00 am and 9:00 pm (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 interfere unreasonably with another Owner or Occupier.

14 Disposal of garbage

14.1 General requirements
Owners and Occupiers must not deposit or leave garbage or recyclable materials:
(a) on Common Property (other than in the Garbage Room or a garbage chute according to this by-law); or
(b) in an area of their Lot which is visible from outside the Lot.

14.2 Obligations
Owners and Occupiers must:
(a) drain and securely wrap household garbage and put it in the garbage chute on their level of South Village A, B & C;
(b) leave other garbage and recyclable materials in the area in the Garbage Room designated by the Owners Corporation for that purpose;
(c) drain and clean bottles and make sure they are not broken before placing them in the area in the Garbage Room designated by the Owners Corporation for that purpose;
(d) recycle garbage according to instructions from the Owners Corporation and Council; and
(e) contact the Owners Corporation to remove (at the Owner's or Occupier's cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

14.3 Garbage Chutes
Owners and Occupiers must not place:
(a) bottles or glass;
(b) liquids;
(c) items that weigh more than 2.5 kilograms; or
(d) boxes or large items
in a garbage chute.

14.4 Owners Corporation responsibility
The Owners Corporation must:
(a) make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and
(b) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

15 Common Property Rights By-Law for Building C courtyard

15.1 Common Property Rights By-Law
This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution with the written consent of the Owners of the Lots to which it applies.

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15.2 Grant of right
The rights under this by-law are granted to the owners of Lots 181 - 243 inclusive, being the Lots comprised in Building C shown on the Strata Plan (Benefited Owners)

15.3 Exclusive use rights
(a) Each of the Benefitted Owners have exclusive use of the Common Property courtyard area on Level 1 of the building which is directly adjacent to the lift lobby on the North Eastern side of Building C (Courtyard).
(b) The Courtyard may only be used by the Benefited Owners as a common breakout and barbeque area.
(c) The Owners Corporation may restrict Security Key access to the Courtyard to only the Benefited Owners.

15.4 Maintenance and repair
The Owners Corporation remains responsible for the maintenance of the Courtyard and keeping it in a state a of good and serviceable repair.

16 Building Works

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

16.2 Procedures before carry out Building Works
Before carrying out Building Works, Owners and Occupiers must:
(a) obtain necessary consents from the Owners Corporation and Government Agencies;
(b) obtain necessary consents from the Building Management Committee;
(c) find out where service lines and pipes are located;
(d) obtain consent from the Owners Corporation if it proposes to interfere with or interrupt services; and
(e) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

16.3 Procedures when carrying out Building Works
Owners and Occupiers carrying out 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.

17 Use and Occupation

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

17.2 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.

18 Building Manager

18.1 Appointment
The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for South Village A, B & C.

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

18.3 Duties
The duties of a Building Manager under an agreement with the Owners Corporation may include:
(a) caretaking, supervising and servicing Common Property;
(b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee);
(c) supervising the repair, maintenance, renewal or replacement of Common Property;
(d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
(e) co-ordinating the carrying out of Building Works;
(f) managing the Security Key system and providing Security Keys according to the by-laws;
(g) providing services to the Owners Corporation, Owners and Occupiers;
(h) supervising employees and contractors of the Owners Corporation;
(i) supervising South Village A, B & C generally; and
(j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of South Village A, B & C.

18.4 Agreements under the Management Statement
The terms, remuneration, provisions and duties under an agreement between the Owners Corporation and a Building Manager must comply with the Management Statement.

19 Special privilege for Air Conditioning Units

19.1 Special privilege rights
(a) The Owners and Occupies must not keep any Air Conditioning Unit on the balcony of their Lot.
(b) Owners have the special privilege to keep an Air Conditioning Unit (of a type and size approved by the Owners Corporation) on that part of Common Property required.
(c) The special privilege is granted in relation to that part of Common Property required for the installation and keeping of the Air Conditioning Unit.

19.2 Obligations
Owners must, at their cost:
(a) operate, maintain and repair their Air Conditioning Unit in accordance with manufacturer's specifications and by-law 9;
(b) maintain, repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed (excluding any structural maintenance and repairs);
(c) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building in South Village A, B & C;
(d) use contractors approved by the Owners Corporation to maintain repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed; and
(e) comply with requirements of Government Agencies about Air Conditioning services.

20 Damage to Common Property

20.1 Obligations
Owners and Occupiers must:

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(a) use Common Property equipment only for its intended purpose;
(b) immediately notify the Owners Corporation if they know about damage to or a defect in Common Property; and
(c) compensate the Owners Corporation for any damage to Common Property caused by them, their visitors or persons doing work or carrying out Building Works in South Village A, B & C on their behalf.

20.2 Owners Corporation consent
Owners and Occupiers must have consent from the Owners Corporation to:
(a) interfere with or damage Common Property;
(b) remove anything from Common Property that belongs to the Owners Corporation; or
(c) interfere with the operation of Common Property equipment.

21 Insurance premiums

21.1 Consent from the Owners Corporation
An Owner or Occupier must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

21.2 Increased premiums
If the Owners Corporation gives consent under this by-law, it may make conditions that require the Owners or Occupier to reimburse the Owners Corporation for any increased premium.

21.3 Management Statement
Under the Management Statement, Owners and Occupiers must notify the Building Management Committee if they do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

22 Security

22.1 Rights and obligations of the Owners Corporation
The Owners Corporation must take reasonable steps to:
(a) stop intruders coming into South Village; and
(b) prevent fires and other hazards.

22.2 Installation of security equipment
Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of South Village A, B & C.

22.3 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 South Village A, B & C where an Owner or Occupier does not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
(c) allow security personnel to use part of Common Property to operate or monitor security of South Village A, B & C.

22.4 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 South Village.

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23 Security Keys

23.1 Providing Owners and Occupiers
The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 22.

23.2 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 South Village A, B & C carpark. This will be determined by reference to how many carspaces each Lot has.
(c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

23.3 Ownership
Security Keys belong to the Owners Corporation.
23.4 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 and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

23.5 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.

23.6 Prohibitions
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.

24 Consents

24.1 Who may give consent?
Unless a by-law states otherwise, consents under the by-laws may be given by:
(a) the Owners Corporation at a general meeting; or
(b) the Strata Committee at a meeting of the Strata Committee.

24.2 Conditions
The Owners Corporation or the Strata Committee may make conditions if they give a consent to do things under the by-laws.

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24.3 Revocation
The Owners Corporation or the Strata Committee may revoke their consent if an Owner or Occupier does not comply with:
(a) conditions made by them when they gave the consent; or
(b) the by-law under which the consent was given.

25 Failure to comply with by-laws

25.1 Owners Corporation step in rights
The Owners Corporation may do anything on a Lot that the Owner or Occupier should have done under the Management Act or the by-laws but which they have not done or, in the opinion of the Owners Corporation, have not done properly.

25.2 Procedures
The Owners Corporation must give the Owner or Occupier a written notice specifying when it will enter the Lot to do the work and the Owner or Occupier must:
(a) give the Owners Corporation (or persons authorised by it) access to the Lot in accordance with the notice and at the Owner's or Occupier's cost; and
(b) pay the Owners Corporation for its costs for doing the work.

26 Service of documents

26.1 Service by e-mail
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 the e-mail address.

27 Embedded Networks

27.1 Agreement for supply of Embedded Network Services
(a) Power to enter into agreement
The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation of Embedded Networks in South Village A, B & C for the supply of Embedded Network Services to Lots and Common Property and for South Village generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.
(b) Initial Period
The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.
(c) Delegation of functions
The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

27.2 Agreement during the Initial Period
If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period:
(a) if the agreement 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, the agreement must be ratifiedby the Owners Corporation at the first

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annual general meeting; and
(b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to the Lots;
(d) 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, when applicable, the appointment of the Embedded Network Supplier is not ratified by the Owners Corporation at the first annual general meeting; and
(e) the Owners Corporation may agree that if the appointment of the Embedded Network Supplier is not ratified 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.

27.3 Agreements after the Initial Period
If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:
(a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
(b) the pricing of the Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation; and
(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots.

27.4 What provisions must be included in an agreement?
An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:
(a) 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
(b) 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, if the agreement with the Embedded Network Supplier is terminated.

27.5 Agreements under the Management Statement
If the Building Management Committee has entered into an Embedded Network Service supply agreement for the provision of an Embedded Network Service to South Village, any agreement between Owners Corporation and the supplier must be consistent with the agreement between the Building Management Committee and the Embedded Network Supplier.

28 Storage Areas

(a) The Owner or Occupier of any Storage Areas 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, Common Property or any item of personal property stored within the Storage Area resulting from the use of the Storage Area; and
(iii) ensure the Storage Area is kept clean and free of all rubbish and vermin.

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(b) Owners and Occupiers of any Storage Area acknowledge that the Storage Area are located within a part of South Village A, B & C 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.

29 Access right

For the purpose of the Management 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 the Management Act, if the Owners Corporation provides seven days written notice to the Owner or Occupier of its intention to so enter the Lot.

30 Smoking

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

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

31 NBN Co Limited rights

31.1 Background
(a) If NBN Co Limited (NBN Co) has installed on the Common Property equipment associated with the National Broadband Network (NBN), such as being fibre optic cables and other network equipment (Equipment), including within the communication room, pathways, conduit, internal riser space and any pit and pipe that may be located on the Common Property (not already owned by NBN Co) (Pathways), then this clause 31 applies.
(b) NBN Co has installed the Equipment on the basis of its powers under Schedule 3 of the Telecommunications Act 1997 (Cth) (Schedule 3).
(c) The Pathways are located on the Common Property which is under the control of the Owners Corporation.

31.2 Owners Corporation obligations
The Owners Corporation, Owners and Occupiers must, for the benefit of NBN Co:
(a) not use, alter or interfere with the Pathways in which the Equipment is located;
(b) not prevent NBN Co or its contractors from using and maintaining the Pathways and installing additional facilities within the Pathways as required by NBN Co;
(c) allow NBN Co to enter on any part of the Common Property or a Lot to enable NBN Co to repair, maintain, replace or install the Equipment;
(d) not permit any other person or telecommunications carrier to use, alter or interfere with the Equipment or the Pathways without the consent of NBN Co; and
(e) notify NBN Co where they receive a Schedule 3 notice or access request from another telecommunications carrier in relation to the Pathways.

31.3 Acknowledgement and waiver
The Owners Corporation, Owners and Occupiers:
(a) acknowledge that NBN Co is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);
(b) 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 1 of Telecommunications Act

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1997 (Cth); and
(c) waive their right to receive any notice under clause 17 of Schedule 3 that NBN Co may otherwise be required to serve in relation to any activity to be undertaken on the Development, including if NBN Co needs to access the Pathways in the future for maintenance activities.

31.4 Entering into agreements
(a) The Owners Corporation has the authority to, and must enter into any agreement with NBN Co or deed poll for the benefit of NBN Co.
(b) The Owners Corporation has the authority to, and must grant a licence to NBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation or South Village A, B & C. NBN Co 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.

32 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.

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

1 Absolution of Maintenance Lot Fittings & Fixtures

Registration Date: 10/03/2020

PART 1 - Introduction and Intent
(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.
The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 of the Act.
(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions
2.1 In this by-law, unless the context otherwise requires or permits:

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(a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
(b) Lot means any lot in the strata plan
(c) Owner means the owner of the Lot
(d) Owners Corporation means the owners corporation created by the registration of strata plan 98216
(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.
2.2 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 include references to amending and replacing legislation.

PART 3 - Terms and Conditions
In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;
3.1 Internal Areas
All decorative finishes within a lot, including but not limited to;
(a) All Cornices
(b) All Skirting Boards
(c) All Architraves and Internal Door Jams
(d) Wall tiles wherever located, including kitchen, bathroom and laundries
(e) Floor Tiles wherever located, including kitchen, bathroom and laundries
(f) False Ceilings
(g) Mezzanines, Stairs and Handrails
(h) All paintwork and wall paper
(i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas
All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) Shower screens
(c) Bathtub, including internal floor waste and drainage pipes
(d) Sinks and hand basins including internal drainage pipes,
(e) Cabinets and mirrors
(f) Toilet pan, including cistern and internal waste pipes
(g) All lights, light fittings and exhaust fans that only service the lot, wherever located
3.3 Kitchen Areas
All Kitchen fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) All internal waste and drainage pipes, including connection to the common stack
(c) Bench tops
(d) Sinks and insinkerators
(e) Ovens, Stoves and Cook Tops
(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points
3.4 Floor Coverings
(a) All carpet within the lot
(b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
(c) All Floor boards, whether floating or fixed
(d) All parquetry, linoleum, vinyl and cork tiles wherever located

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3.5 Balcony/Courtyard Areas
(a) All tiles, pavers and decking
(b) All stairs and handrails within the balcony or courtyard area
(c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
(d) All plants and grassed areas within the balcony or courtyard
(e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
(f) Fences that divide two lots
(g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot
3.6 Electrical Fittings & Appliances
(a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
(b) All electrical sockets and wall plates
(c) Electrical main and sub-main that services only one lot including fuses wherever located
(d) Smoke Detectors that only service one lot
(e) Alarm Systems that only service one lot
(f) Individual Garage Door Motors
(g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
(h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
(i) Ceiling Fans
(j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
(k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.
3.7 Front Door, Balcony Doors, Windows and Garage Area
(a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
(b) Automatic door closers
(c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

2 Rectification of Settlement Cracks

Registration Date: 10/03/2020

1. Pursuant to Section 106, the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that;
a. Any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building/s;
b. the damage has not been caused by impact or other insurable events;
c. the damage has no material effect upon the utility of a lot.
2. If a dispute arises with the owner of a lot in the strata scheme in respect of subclause 1(a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.
3. If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject lot if the damage or defect is determined to be caused by settlement or shrinkage.

3 Minor Renovations By-Law

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Strata Plan 98216
1 VILLAGE PLACE KIRRAWEE

Registration Date: 19/03/2020

1. Intention
The intention of this By-law is;
i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
ii. Define what Minor Works may be approved by the committee,
iii. Provide owners with an application process to have their Minor Works approved,
iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions
i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
b. Renovating any other room within a lot (not including structural works)
c. Changing or installing recessed light fittings,
d. Installing or replacing wood or other hard floors,
e. Installing or replacing wiring or cabling or power or access points,
f. Work involving reconfiguring walls,
g. Installing or replacing pipes and duct work,
h. Installing a rainwater tank,
i. Installing a clothesline,
j. Installing a reverse cycle split system or ducted air-conditioning system,
k. Installing double or triple glazed windows,
l. Installing a heat pump or hot water service,
m. Installing ceiling, wall or floor insulation,
n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations
i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata

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committee agrees that the Owners Corporation will assume the expense.
viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process
An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
ii. A description of the Minor Renovations proposed,
iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
iv. Details of how any rubbish and debris will be disposed of during the construction process,
v. The estimated duration of the work,
vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals
The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.
i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
iv.the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
i. The supply of a Dilapidation Report prior to the commencement of the works,
ii. The supply of additional expert reports relevant to the proposed works,
iii. Payment of a Bond before commencement of the works,
iv. Conditions surrounding noise and proposed times of work,
v. Provisions for cleaning and removal of debris,
vi. Conditions surrounding access to common property for trades, equipment and vehicles.
vii. Any other matter relevant to the application.

4 Major Building Work (Major Renovations) By-Law

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1 VILLAGE PLACE KIRRAWEE

Registration Date: 10/03/2020

1. Approval of Owners Corporation required
Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

2. Application to the Owners Corporation
An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:
(a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
(b) include with the application;
(i) any fee prescribed by the Owners Corporation
(ii) detailed plans and specifications for the Major Building Works;
(iii) a description of the proposed Major Building Works; and
(iv) information as to:
A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and
B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

3. Rights in Owners Corporation
(a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:
(i) require the applicant to submit further information, such as further plans, specifications or reports;
(ii) waive the requirement to submit detailed plans and specifications;
(iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works until not impact on the structural integrity of the Building; or
(iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)
(b) in processing an application, the Owners Corporation:
(i) may act in its own discretion;
(ii) approve it unconditionally or may impose conditions; and
(iii) may disregard its previous decisions.
(c) In processing an application, the Owners Corporation may require the payment of a bond:
(i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
(ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
(iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.
(d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval I may give.
(e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.
(f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

4. Pre-conditions to commencing to carry out Major Building Works
(a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
(b) Owners must not commence to carry out Major Building Works unless:

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(i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).
(ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).
(iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
(iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
(v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;
(vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
(vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

5. Pre-conditions to commencing to carry out Major Building Works to Common Property
(a) the provisions of this by-law apply to Major Building Works to Common Property
(b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
(i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and
(ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:
A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;
B. the Owners Corporation has made and registered a by-law to that effect; and
C. the Owner has given the Owners Corporation its approval to the making of the by-law

6. Condition when carrying our Major Building Works
When carrying out Major Building Works an Owner to whom approval has been granted must:
(a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
(b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
(c) ensure the works are carried out in a proper and workmanlike manner;
(d) use only qualified and, where appropriate, licensed tradesmen;
(e) ensure the works are carried out without undue delay;
(f) ensure no materials, tools, rubbish, or debris are left lying about the Common Property;
(g) cause as little disturbance to other Owners and Occupiers as is practicable;
(h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
(i) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;
(j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and
(k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

7. Access to Common Property
The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation)

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8. Completion of Major Building Works
On completion of Major Building Works, the Owner who has carried out the works must:
(a) ensure all rubbish and debris caused by the works is removed from the Building and environs;
(b) ensure the Common Property is left clean and tidy;
(c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
(d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

9. Major Building Works must comply with Laws and requirements of Authorities
An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

10. Indemnity
An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:
(a) in connection with the major Building Works (including costs for approving the Major Building Works); and
(b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

11. Right in Owners Corporation to remedy
At its discretion, the Owners Corporation may:
(a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
(b) enter any part of the Parcel to carry out its rights in this by-law; and
(c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

12. Future alteration to Major Building Works
Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

13. Major Building Works Not Permitted to Remain
Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

14. Development Consent
Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works he subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.

5 Recovery of Administrative Costs

Registration Date: 10/03/2020

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot

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within the scheme.

ii. Examples include, but are not limited to, additional expenses incurred for remedying By- law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:
'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015
'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.
'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums
'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners
i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rghts, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

6 Recovery of Stationery Expenses

Registration Date: 10/03/2020

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Strata Plan 98216
1 VILLAGE PLACE KIRRAWEE

Intention
i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of $20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means
'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners
i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
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;

7 Pre-Meeting & Electronic Voting

Registration Date: 25/05/2020

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

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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.

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.

8 Payment Plan By-Law

Registration Date: 24/03/2021

1.Introduction
1.1 The purpose of this by-law is to set out how the owners corporation will administer payment plans.
1.2 This by-law applies if the owners corporation passes either a resolution to accept payment plans generally or specific payment plans.
2. Payment Plans
2.1 At every Annual General Meeting, the owners corporation must consider "how to deal with any overdue contributions payable to the owners corporation". Section 85(5) of the Act says "An owners corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions.".
2.2 Clause 18 of the Regulation says a payment plan must:
(a) be in writing;
(b) require repayment of the outstanding contributions within 12 months; and
(c) contain the following:
(i) the name of the lot owner and the title details of the lot,
(ii) the address for service of the lot owner,
(iii) the amount of the overdue contributions,
(iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
(v) the schedule of payments for the amounts owing and the period for which the plan applies,
(vi) the manner in which the payments are to be made,
(vii) contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan,
(viii) a statement that a further plan may be agreed to by the owners corporation by resolution,
(ix) a statement that the existence of the payment plan does not limit any right of the owners corporation to take

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action to recover the amount of the unpaid contributions.
2.3 For each payment plan:
(a) the owners corporation appoints its Strata Manager as its agent to administer the payment plan;
(b) the owners corporation acknowledges that the Strata Manager will charge the Fee to administer the payment plan; and
(c) the owner who has agreed to the payment plan agrees to pay the Fee to the owners corporation as part of the payment plan, and the Fee is recoverable by the owners corporation in the same manner as the outstanding contributions.
2.4 If the owners corporation resolves generally to enter into payment plans, then:
(a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:
(i) comply with the Act and the Regulation;
(ii) contain the information set out in clause 2.2(c) above; and
(b) the strata committee may approve individual payment plans, provided that the individual payment plan complies with the following:
(i) clauses 2.2 and 2.3;
(ii) interest is payable in the manner and at the rate set out in the Act;
(iii) contributions due after the date the payment plan commences are payable on their due date;
(iv) payments must be made to the appropriate account of the owners corporation held on its behalf by the Strata Manager; and
(v) the contact details to include in the payment plan are those of the Strata Manager.

3. Interpretation
In this by-law:
3.1 Act means the Strata Schemes Management Act 2015;
3.2 Fee means the fee charged by the Strata Manager to administer each payment plan, which as at the date that this by-law is registered is $100 per month per payment plan;
3.3 lot means each and every lot in the strata scheme;
3.4 owner means the owner of the lot for the time being;
3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically approved by the owners corporation, or where the owners corporation resolves generally to accept payment plans;
3.6 Regulation means the Strata Schemes Management Regulation 2016;
3.7 Strata Manager means the strata managing agent for the strata scheme, which is Netstrata;
3.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
3.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
3.10 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

9 Fire Inspection Access & Administration

Registration Date: 24/03/2021

Intention
The intention of this By-law is to outline the rights and responsibilities of the Owners Corporation and Lot owners in relation to the inspection of fire safety apparatus within a Lot and to provide the Owners Corporation with a fair and equitable mechanism to recover any additional costs associated with supplementary inspections of individual Lots (which may be incurred due to an occupant delaying access) or additional corrective action repairs required. The Owners Corporation recognise that Under the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015 they must engage an Accredited Fire Safety Practitioner (AFSP) to inspect the fire safety apparatus within the common property and

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individual Lots.
a. Definitions
The following terms are defined to mean:
'Accredited Fire Safety Practitioner (AFSP)' means a person accredited under an approved industry accreditation scheme to undertake the inspecting, testing and repairs to fire safety apparatus within a building.
'Administrative Fee' means a fee to which the Agent may charge for additional services rendered in administering access or additional repairs within a Lot.
'Agent' means the Strata Managing Agent for the Strata Scheme.
'Corrective Action Repairs (CAR)' mean those repairs required to be undertaken on common property or within a Lot in order to remedy a defect or fault to a fire safety apparatus.
'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or administrative charges imposed by agent engaged by the Owners Corporation.
'Fire Safety Apparatus' means any Fire Safety Measure listed in Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) applicable to the strata scheme.
'Reasonable Access' means between the hours of 7.00am and 8.00pm Monday to Friday, excluding public holidays.
'Smoke Alarm Certificate' means a certificate issued by a landlord or their agent to a tenant, pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW), noting the smoke alarm(s) within a Lot are compliant.
b. Rights & Responsibilities of the Owners Corporation
i. The Owners Corporations must ensure that an Annual Fire Safety Statement is obtained pursuant to the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015.
ii. An Accredited Fire Safety Practitioner (AFSP) must be used for the inspection of the fire safety apparatus within the Strata Scheme. Before carrying out any inspection or works within a Lot the Owners Corporation or their Agent must provide the occupant of the lot a minimum of 7 days' notice that access to the lot is required.
iii. The Owners Corporation shall have the power to recover all costs outlined in clause C) below from a lot owner (as well as any costs related to the indemnities identified in Clause D) as a debt by way of a levy charged to the lot and must serve upon the owner a written notice of the contribution payable. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act and may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.
c. Rights and Responsibilities of Lot Owners
i. The Owners Corporation recognise that access to the Lots within the Strata Scheme shall be required in order to comply with clause b), therefore the owner of a Lot shall be responsible for ensuring;
a. That where necessary the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) has unencumbered access to the owner's Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
b. The occupant of the lot does not obstruct access to the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
ii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may impose upon that Lot owner the following administrative fees (re- inspection fee) for arranging the return of an Accredited Fire Safety Practitioner (AFSP):
a. A fee of $50 for organisation of the 2nd inspection of a Lot;
b. A fee of $75 for organisation of the 3rd inspection of a Lot;
c. A fee of $100 for any further inspections of a Lot.
These fees are in addition to the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) as outlined in sub-clause iii).
iii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may pass the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) upon that Lot owner, in addition to the administrative fees outlined in sub-clause ii).
iv. Where Corrective Action Repairs (CAR) are required to items within the Lot, the associated costs will be imposed by the Owners Corporation upon that Lot owner, as well as any additional administration costs imposed by

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the agent to facilitate this process. These costs may include, but are not limited to the replacement or repairs of:
a. Smoke alarms;
b. Heat alarms/detectors;
c. Fire door closers;
d. Any other item within a Lot required to be compliant with the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW).
v. Where an owner leases their Lot they are required to issue a Smoke Alarm Certificate to their tenant pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW). Upon request, the Owners Corporation or its Agent may be required to supply a certificate to a Lot owner, as such the Owners Corporation may charge a fee of $55 upon that Lot owner.
vi. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause vi) above, all charges imposed by this By-law shall stand.
vii. In accordance with Section 258 of the Strata Schemes Management Act 2015, owners who lease their Lot must ensure that the tenant names, duration of the lease and the contact details are provided to the Owners Corporation's Agent within 14 days after the commencement of the lease.
d. Indemnity
An owner of a lot must indemnify the Owners Corporation for any fines or penalties imposed by the local council which are incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporation's appointed Accredited Fire Safety Practitioner (AFSP).
An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

10 Communication & Dispute Resolution

Registration Date: 24/03/2021

INTENTION
The intention of this By-law is to provide mechanisms for the Owners Corporation, owners, occupiers and representatives of the Owners Corporation, owners and occupiers to;
a. Facilitate harmonious, efficient and cost-effective communication within the scheme,
b. Prevent bullying, harassment and intimidation at the scheme as well as to regulate the communication of owners, residents and agent's servicing the scheme,
c. Provide an efficient dispute resolution process,
d. Allow the Owners Corporation, Strata Committee and strata managing agent the ability to suspend or cease communication with individual's that contravene the spirit of this By-law, and
e. Allow the Owners Corporation to recover the costs for administrating the provisions of this By-law.
PART 1 - DEFINITIONS & INTERPRETATION
1. In this by-law:
a. Strata Managing Agent means the person (if any) from time to time appointed to act as strata managing agent for the Scheme.
b. Building Manager means the person (if any) from time to time appointed to act as a Building Manager for the scheme
c. Lot means a lot in strata scheme
d. Occupier or Owner means the owner or occupier of a lot in the strata scheme from time to time.
e. Owners Corporation means the owners corporation created by the registration of strata plan.
f. Agent means a person from time to time appointed to act on behalf of a lot owner such as a property manager
g. Representative means a person from time to time appointed to represent a lot owner such as a proxy holder or power of attorney
h. Scheme means the strata scheme created on registration of the strata plan.
i. Strata Committee means the Strata Committee of the Owners Corporation from time to time.

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j. Stakeholders means all Owners, Occupiers, Suppliers, Building Managers, the Strata Committee and Strata Managing Agent.
2. In this by-law a word which denotes:
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 Strata Schemes Management Act 2015 ("the Act"); and
d. references to legislation includes references to amending and replacing legislation.
3. Nothing contained in this by-law will operate so as to negate any statutory requirements or obligations imposed by the Act or the Strata Schemes Management Regulations 2016, as amended or replaced from time to time.
PART 2 - SCHEME COMMUNICATIONS
2.1. Owners, occupiers and agents to the scheme acknowledge that all stakeholders are entitled to live, work and reside within an environment that is free from bullying, harassment, threatening and intimidating behaviour, this includes both written communication and conduct at meetings of the Owners Corporation and Strata Committee. Examples of bullying and harassment include but are not limited to;
a. Direct threats or intimidation made against an Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent, whether in writing or made verbally,
b. Excessive communication with the Strata Committee, Building Manager or Strata Managing Agent,
c. Pressuring lot owner/s to vote in a particular manner,
d. Commentary of a personal nature that is derogatory, disrespectful or ridicules any stakeholder or their character,
e. Making an unsubstantiated claim against another Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent.
2.2 Harassment does not include;
a. The Owners Corporation, Strata Committee or Strata Managing Agent pursuing debt recovery pursuant to section 86 of the Act,
b. The Owners Corporation, Strata Committee or Strata Managing Agent administering and enforcing this By-law or the other By-laws for the scheme,
c. Owners, residents and agents providing constructive feedback surrounding the administration of the scheme or service providers to the scheme.
2.3 The Owners Corporation, Strata Committee, Owners, Occupiers and stakeholders must ensure that all communication is respectful and does not include anything which is discriminatory, derogative or constitutes bullying within the Scheme.
PART 3 - RIGHTS AND OBLIGATIONS OF LOT OWNERS
3.1. An owner must ensure that they, their agents, representatives, or occupants of their lot do not:
a. Do anything which is disrespectful, derogatory, discriminatory, harassing or bullying towards another Owner, Occupier, Supplier, Building Manager, the Strata Committee or the Strata Managing Agent;
b. do anything which impedes or negatively impacts the Owners Corporations ability to conduct their duties in accordance with the Act;
c. unreasonably disclose information held by the Owners Corporation, including information about an Owner or Occupier;
d. cause a nuisance or otherwise behave in a way to bring disrepute or diminish the reputation of the Owners Corporation;
e. make a decision that requires a resolution of the Strata Committee or the Owners Corporation in accordance with the Act; or
f. engage in any conduct in contravention of the Act.
3.2. An owner shall be liable to compensate or indemnify the Owners Corporation against any costs that may arise as a result of administering the provisions of this By- law including the costs of convening and conducting a Strata Committee meeting and any other administrative costs associated with Part 4 of this By-law.
3.3 In the event that a lot owner believes a charged imposed upon them pursuant to this By-Law has been applied unfairly, 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.

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3.4 In the event the Owners Corporation rejects a request made by a lot owner pursuant to 3.3 of this By-Law, all charges imposed by this By-Law shall stand.
PART 4 - RIGHTS, POWERS AND OBLIGATIONS OF THE OWNERS CORPORATION & STRATA COMMITTEE
4.1 Any alleged breach of this By-law pursuant to Part 3 above must be determined by the Strata Committee at a properly convened meeting of the committee.
4.2 Depending on the nature and severity of the breach, where the committee has determined that a lot owner, tenant or agent acting on behalf of a lot owner has exhibited bullying, threatening or intimidating behaviour, the Strata Committee may;
a. Issue a warning letter to the individual, or
b. Suspend communication with the individual, for a period to be determined by the committee, and/or
c. Determine that the lot owner compensate the Owners Corporation for the costs of convening and conducting the Strata Committee meeting that was required to make a determination pursuant to this By-law, and/or
d. Determine that the lot owner compensate the Owners Corporation for any other administrative costs associated with administering this By-law.
4.3 The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations:
a. The Owners Corporation shall have the power to recover all costs outlined in PART 3 and PART 4 of this By-law from a lot owner as a debt by way of a levy charged to the lot;
b. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
c. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
d. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act; and
e. All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.
PART 5 - GRIEVANCE PROCEDURE
Where an owner, resident or agent acting on behalf on an owner wishes to register a grievance with the Strata Committee or Strata Managing Agent the complainant must;
5.1. Notification
The complainant must inform the Strata Committee or Strata Managing Agent in writing of the following;
a. The nature of the dispute;
b. What outcome the complainant desires,
c. The action the complainant believes will settle the grievance,
d. Evidence that supports the complaint being made (if any),
e. Notices of a grievance under this clause should be directed to the Strata Managing Agent via email or post in the first instance or where no agent is appointed directly to the Strata Committee via the registered address for service of notices for the scheme.
5.2. Best Endeavours to Resolve Dispute
5.3. On receipt of a complaint, both parties will make every effort to resolve the dispute by mutual negotiation within 21 business days. This may include the convening of a Strata Committee or General Meeting to resolve the matters identified.
5.4. Where a Strata Committee meeting may be convened pursuant to this grievance procedure, it WILL NOT be subject to the provisions of Part 4 of this By-law.

11 Short term leasing

Registration Date: 24/03/2021

PART 1
COMPLIANCE WITH USE & OCCUPANCY
1.1 Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions at the strata scheme on the conditions

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set out in Part 3.

THIS BY-LAW TO PREVAIL
1.2 If there is any inconsistency between any by-laws applicable to the strata scheme, and this by- law, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2
DEFINITIONS & INTERPRETATION
2.1 In this by-law, unless the context otherwise requires:
(a) Act means the Strata Schemes Management Act 2015.
(b) Approved Tenancy means a tenancy or accommodation arrangement for a rental or other payment of money which provides accommodation:
(i) for a term which is no less than three (3) months in duration; and/or
(ii) that is not, or is not analogous to, accommodation for Itinerant Use.
(c) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
(d) Council means the Local Council.
(e) Itinerant Use means short term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including:
(i) to short-term tourists or backpackers; or
(ii) in hotels, motels, apartment hotels, bed and breakfast facilities, rental cabins and/or hostels.
(f) Lot means any lot in strata plan 98216
(g) LEP means Local Environmental Plan 2012.
(h) Minimum Lease Term means a period of more than three (3) months. (i) Owner means the owner of a Lot.
(j) Occupier means the occupier of a Lot.
(k) Strata Scheme means the strata scheme relating to Strata plan 98216 at 1 Village Place Kirrawee.
(l) Zone means B3 - Commercial Core, pursuant to the LEP.
2.2 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 include references to amending and replacing legislation.

PART 3
BY-LAW FOR COMPLIANCE WITH USE & OCCUPANCY Prohibitions
1. An Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law or this by-law.
2. An Owner or Occupier of a Lot used for residential purposes must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.
3. For the avoidance of doubt, Owners or Occupiers of a Lot shall ensure that except where consent is acquired in accordance with clause 3.7:
a. no more than the maximum number of 2 persons per bedroom occupy the Lot;
b. the layout of the bedrooms is not modified or beds arranged in such a way so as to attempt to exceed the maximum permissible occupancy;
c. where the Owner is not the occupant of its Lot, occupation is given solely to tenants or other lawful occupants for an Approved Tenancy.
4. An Owner or Occupier must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of use contrary to this by-law or the LEP.
5. An Owner or Occupier who wishes to lease a Lot for Itinerant Use must not lease a Lot that is less than the Minimum Lease Term.
Requirement for development consent for change of use and occupancy
6. An Owner or Occupier acknowledges and agrees that:
a. the Strata Scheme is located within the Zone;

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b. development consent of the Council for all purposes is required;
c. use of the Lot for such purposes as boarding house, hotel or motel accommodation and shop top housing may be a purpose for which development consent is necessary; and
d. council has the responsibility for enforcing the LEP.
7. An Owner who wishes to lease a lot for Itinerant Use, and uses of the nature referred to in clause 3.6(c) hereof, must:
a. lodge an application for development consent;
b. obtain any necessary approvals from the Council; and
c. provide a copy of the development consent and approval from the Council to the owners corporation.
8. In the absence of the relevant development consent or otherwise in breach of the zoning restrictions:
a. an Owner can be prosecuted by the Council and may thereafter receive substantial fines; and;
b. an Owner may be restrained by a court order from using a Lot for such purposes.

Owners' Obligations
1. Notwithstanding the provisions of section 119 of the Act and, in addition to the requirements of that section, an Owner will give to the owners corporation a notice specifying the names of any Occupiers, the period of their occupancy, and the date of anticipated termination of the occupancy for each Occupier.
2. The owners corporation shall have a right to access the Lot upon the giving of written notice to the Owner if it is satisfied that the Owner is in breach of the LEP or this by- law.
3. Upon service of the notice provided for in clause 3.10 hereof, the Owner or Occupier of a Lot must provide access to the Lot to the owners corporation, by its agents or employees, within twenty four (24) hours of such service.

PART 4
ADDITIONAL PROVISIONS
1. An Owner or Occupier must comply with any reasonable directions of the owners corporation given under this by-law.
2. The owners corporation, or the strata managing agent, may serve a notice under section 45 of the Act, requiring the Owner or Occupier to comply with this by-law if it is satisfied that there has been a contravention of it.
3. The owners corporation may apply for an order of the tribunal under section 203 of the Act that an Owner pay a pecuniary penalty, if it is satisfied that the Owner has, following service of the notice served under section 45, contravened the by-law.
4. The owners corporation may, in addition to the order sought under clause
4.3 hereof, seek an order under section 204 for the payment of costs.

12 Levying of Debt Collection Expenses

Registration Date: 08/03/2022

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

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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 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.

13 Lot Owner Charges

Registration Date: 19/04/2024

Introduction
The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

Lot Owner Obligations & Rights

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a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges, which directly relate to their Lot or their actions or inactions, and which may be set out in the agency agreement, which are charged to the Owners Corporation, including the following:
I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act and reminders for failing to send tenant updates in accordance with he Act.
II. Administrative Fees imposed to arrange afterhours emergencies.
III. Administrative fees charged by the Strata Manager as set out in the agency agreement for attending to by-law complaints
IV. Fines for the late submission of the A.F.S.S. caused by an Owner's tenant refusingto allow access needed to complete the A.F.S.S. inspection.
V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).
VI. Security key and key fob/swipe issue, replacement and Administration Fees.
VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.
VIII. Levy Notice Postage Fees.
IX. Arranging repairs and maintenance for Lot property items.
X. Animal request Application Fees, including the addition of approved animals to a pet register where applicable.
XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.
XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner (unless the Lot Owner is successful) and the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.
XIII. Any other Administrative Fee in relation to the management, administration, control, use or enjoyment of the lots on the common property and lots of the strata scheme, as deemed reasonable by the Strata Committee.
b) Any Administration Fee charged by the Owners Corporation under this by-law to or recoverable from a Lot Owner shall be considered as an amount recoverable by the Owners Corporation from the relevant Lot Owner for the purposes of determining if that owner is an unfinancial owner as (defined in s4 of the Act). Where a recoverable amount has been charged to or may be recovered from a Lot Owner pursuant to this By-law, that Lot Owner may apply to the Owners Corporation or Strata Committee that the charge be reduced or waived. The Owners Corporation may reduce or waive that fee or require it to stand, in its absolute discretion.

Owners Corporation Obligations & Rights
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt.
b) The Owners Corporation must serve upon the Owner a written notice of the amount that is payable.
c) The Owners Corporation may charge interest at 10%p.a upon any amount owing under this By-Law.
d) The Owners Corporation may initiate Debt Recovery proceedings for any amount owing under this By-Law.
e) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

Definitions
The following terms are defined to mean:
'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.
'Lot' means any Lot in the Strata Plan.
'Owner' means the Owner/s of the Lot.
'Occupier' means the Occupier of a Lot.
'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.
'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.
'The Act' means the Strata Schemes Management Act 2015. 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.
'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

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14 Recovery of Costs for Fire Services & Works by Owners

Registration Date: 19/04/2024

1. Introduction
The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by prohibiting certain acts and enabling the Owners Corporation to recover certain costs.

2. Damaging Common Property and False Fire Alarms
2.1 An owner or occupier must not trigger a false fire alarm.
2.2 An owner or occupier must not carry out any works to their lot or the common property around the lot, including work that has been approved, which:
2.2.1 are in breach of, or which place the Owners Corporation's fire services in breach of any Law;
2.2.2 reasonably require in the Owners Corporation needing to engage a structural, fire safety or other engineer, or any other consultant, to assess the condition of the common property (unless the owner or occupier has already entered into a binding agreement to pay, and pays, the costs of that engagement); or
2.2.3 result in the Owners Corporation needing to carry out any work under section 106 of the SSMA.
2.3 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:
2.3.1 trigger a false fire alarm; or
2.3.2 carry out any works to which clause 2.2 applies, and:
2.3.3 must upon request provide to the Owners Corporation sufficient evidence to satisfy the Owners Corporation (on the balance of probabilities) that the owner has used those reasonable endeavours.

3. Owners Corporation's power in the event of a breach of this by-law
If an owner or occupier breaches this by-law, the Owners Corporation may:
3.1 if the breach is of clause 2.1 or 2.3.1, recover from the person responsible the charge issued to the Owners Corporation for that false fire alarm; and
3.2 if the breach is of clause 2.2 or 2.3.2, recover from the person responsible its costs or damages flowing from that breach, including:
3.2.1 the cost of carrying out works to the fire services to ensure they are compliant repairing the damaged common property;
3.2.2 the costs of engaging an engineer or consultant as referred to in clause 2.2;
3.2.3 the costs of carrying out any work of the type described in clause 2.2.3;
3.2.4 the Schedule B Costs in connection with clauses 3.2.1-3.2.3;
3.2.5 any legal fees of reasonably obtaining advice in connection with this by-law or any obligations in it; and
recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Scheule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery
4.1 A debt will, if not paid within a month of (Interest Start Date):
4.1.1 sending the invoice to the responsible person; or
4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.
4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.
4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation
In this by-law:
5.1 common property means the common property for this strata scheme.
5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs payable to the Owners

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Corporation under clauses 3.1-3.5 including any administrative costs (or Schedule B Costs).
5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:
5.3.1 is required to attend the strata scheme; and
5.3.2 charges the Owners Corporation a fee for that attendance.
5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.
5.5 Legislation means the Strata Schemes Management Act and all other related legislation.
5.6 lot means a lot in the strata scheme.
5.7 occupier means an occupier of a lot in the strata scheme.
5.8 owner means an owner of a lot in the strata scheme.
5.9 person responsible means, at the Owners Corporation's discretion:
5.9.1 the person who has breached any one or more of clauses 2.1-2.3; or
5.9.2 an owner who is in breach of clause 2.2 or 2.3 by failing to use the necessary reasonable endeavours or take the reasonable steps.
5.10 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.
5.11 SSMA means the Strata Schemes Management Act 2015.
5.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
5.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.
5.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

15 Recovery of Tenant Related Costs

Registration Date: 19/04/2024

1. Introduction
The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by requiring certain information about tenants.

2. Duties of Owners and Occupiers
2.1 Under section 258 of the SSMA, if a lot is leased, an owner must give notice of the lease to the Owners Corporation within 14 days of the commencement of the lease, and that notice must be in writing and specify:
2.1.1 The name of the Tenant;
2.1.2 The address for service of the Tenant;
2.1.3 The date of commencement of the lease; and
2.1.4 The name of any letting agent acting for the owner in respect of that lease.
2.2 In addition to the requirements in section 258(4) of the Act, the owner must provide the following information to the Owners Corporation within 14 days of commencement of the lease:
2.2.1 An Australian mobile phone number for the Tenant; and
2.2.2 An email address for the Tenant.
2.3 Each owner and occupier must make their lot available during normal business hours, as long as at least 3 business days' notice has been given to them, for fire inspections, and any other inspections required to be carried out by the Owners Corporation (and for any other purpose) under the SSMA or any other Law.
2.4 Each owner must use all reasonable endeavours to ensure that their occupiers make the lot available as set out in clause 2.3.

3. Owners Corporation's power in the event of a breach of this by-law
If an owner or occupier breaches this by-law, the Owners Corporation may:

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3.1 if the breach is of clause 2.1 and/or 2.2, recover from the owner the reasonable costs issued to the Owners Corporation (including Schedule B Costs and legal costs) flowing from that breach.
3.2 if the breach is of clause 2.3 or 2.4, recover from the person responsible its costs or damages flowing from that breach, including the reasonable costs of reinspection and procuring entry to that lot, including Schedule B Costs and legal costs, and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Scheule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery
4.1 A debt will, if not paid within a month of (Interest Start Date):
4.1.1 sending the invoice to the responsible person; or
4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.
4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.
4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation
In this by-law:
5.1 common property means the common property for this strata scheme.
5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs recoverable by the Owners Corporation under clause 3 including any administrative costs (or Schedule B Costs).
5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire
5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.
5.5 lot means a lot in the strata scheme.
5.6 Tenant means a person who is a tenant or sub-tenant at a lot.
5.7 owner means an owner of a lot in the strata scheme.
5.8 person responsible means, at the Owners Corporation's discretion:
5.8.1 the person who has breached any one or more of clauses 2.1-2.4; or
5.8.2 an owner who is in breach of clause 2.3 or 2.4 by failing to use the necessary reasonable endeavours or take the reasonable steps.
5.9 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.
5.10 SSMA means the Strata Schemes Management Act 2015.
5.11 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
5.12 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.
5.13 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

16 Payment of Insurance Excesses By-Law

Registration Date: 05/03/2026

A) Intention
The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

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B) Definitions
i. The following terms are defined to mean:
'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;
'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;
'Lot' means any lot in the strata plan;
'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air conditioning apparatus;
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of strata plan
'the Act' means the Strata Schemes Management Act 2015.
ii. 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.

C) Payment of Excesses
(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;
(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;
(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

D) Owners Right of Appeal
(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, 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 subclause D)(i) above, all charges imposed by this By-law shall stand.

E) Rights, Powers 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 power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;
(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

17 Debt Recovery & Payment Plans

Registration Date: 05/03/2026

Part 1 - Preamble and purpose
1.1 The purpose of this by-law is to confirm how the Owners Corporation will manage and recover unpaid contributions (including interest) and associated recovery expenses from a lot owner in accordance with the Strata Schemes Management Act 2015 (NSW) (Act) and the Strata Schemes Management Regulation 2016 (NSW) (Regulation), as amended.

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1.2 This by-law is made to:
a) adopt a transparent, fair process for receiving and deciding requests for payment plans for overdue contributions, consistent with section 85 of the Act and clauses 17J, 17K, 18, 18A and 18B of the Regulation; and
b) ensure levy notices and debt-recovery notices include the information required by the Act and Regulation, including the Financial Hardship Information Statement where required.
c) Outline the process which the Owners Corporation will follow for the management of payment plans.

Part 2 - Definitions and interpretation
2.1 In this by-law, unless the context requires otherwise:
"Act" means the Strata Schemes Management Act 2015 (NSW) as amended from time to time.
"Agent" means a strata managing agent appointed under the Act, and any lawyer, debt collection agent or other consultant engaged by, or with authority of, the Owners Corporation to pursue unpaid contributions or associated recovery action.
"Contribution" is used as in Part 5 of the Act and includes contributions to the administrative fund and capital works fund and any other contribution levied under the Act and the Regulation.
"Debt Recovery Action" means action to recover unpaid Contributions and/or interest, including issuing reminder or pre-action notices, instructing Agents, issuing or defending tribunal or court proceedings under section 86 of the Act or otherwise, and taking enforcement action on any judgment or order.
"Financial Hardship Information Statement" means the statement approved by the Commissioner for Fair Trading for inclusion with levy notices as required by the Act and the Regulation.
"Levy Notice" means a notice issued by the Owners Corporation to an owner stating the Contribution payable and its due date in accordance with section 83 of the Act and the Regulation.
"Owner" means the owner for the time being of a Lot and includes a mortgagee in possession.
"Owners Corporation" means the owners corporation constituted on registration of the strata plan.
"Payment Plan" means a plan for payment of overdue Contributions (and other amounts payable to the Owners Corporation, as permitted by the Act and Regulation) requested by an owner in the approved form and approved by the Owners Corporation or the strata committee (or the strata managing agent if delegated) under section 85 of the Act and the Regulation.
"Reasonable Expenses" means expenses of the Owners Corporation that are both reasonably incurred and reasonable in amount in taking Debt Recovery Action, including (without limitation) fees for issuing reminder and pre-action notices, legal professional costs, court or tribunal filing and service fees, search fees and disbursements.
"Regulation" means the Strata Schemes Management Regulation 2016 (NSW) as amended from time to time.
2.2 Unless the context requires otherwise:
a) the singular includes the plural and vice-versa;
b) a reference to legislation is a reference to that legislation as amended or replaced and to any subordinate instruments made under it; and
c) terms not defined in this by-law have the meanings in the Act or the Regulation.

Part 3 - Levy notices and Financial Hardship Information Statement
3.1 Each Levy Notice issued by or on behalf of the Owners Corporation must:
a) specify the due date for payment in accordance with the Act;
b) include the information approved by the Commissioner for Fair Trading known as the Financial Hardship Information Statement; and
c) state the manner of payment options offered by the scheme.
3.2 The Owners Corporation authorises the secretary or the Agent to ensure the Financial Hardship Information Statement accompanies each Levy Notice and to keep the current approved form of the statement available for inspection by owners.

Part 4 - Payment plans for overdue contributions
4.1 An Owner in arrears may request a Payment Plan by giving a completed request in the approved form prescribed by the Regulation to the secretary or the Agent.
4.2The strata committee and strata managing agent are authorised, and by virtue of this by-law delegated the

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power, to consider and determine requests for Payment Plans, and to vary or terminate an approved Payment Plan in accordance with the Act and the Regulation.
4.3 A request for a Payment Plan must include only the information prescribed in the approved form. The Owners Corporation and the strata committee must not require any additional information beyond that prescribed.
4.4 The Owners Corporation or the strata committee must give the Owner a written response to a completed request for a Payment Plan within 28 days after receiving it. If the request is refused, the written response must set out the reasons for refusal and explain how those reasons apply to the case.
4.5 A decision to refuse a request for a Payment Plan must be reasonable. Without limiting what may be reasonable, refusal is taken to be reasonable if entering into the proposed plan would cause insufficient funds in the administrative fund or capital works fund, including by preventing compliance with an undertaking or compliance notice given by the Secretary, or with an order of a court or the Tribunal, or by preventing the Owners Corporation from discharging its duty to maintain and repair common property or to pay expenses.
4.6 No fee or other charge may be required from an Owner for making a request for, entering into, or participating in, a Payment Plan.
4.7 While an Owner is complying with an approved Payment Plan for the relevant overdue Contributions, the Owners Corporation must not commence or continue Debt Recovery Action to recover those Contributions or associated interest, except as permitted by the Act or an order of the Tribunal or a court if the Owner defaults under the plan.
4.8 An approved Payment Plan must comply with the requirements prescribed by the Regulation (including stating the date the plan was agreed) and may include reasonable terms for review, default and termination consistent with the Act and the Regulation.
4.9 If an Owner defaults under a Payment Plan, the Owners Corporation or strata committee (or the Agent if delegated) may terminate the plan by written notice and may then proceed with Debt Recovery Action after giving any required pre-action notice.

Part 5 - Interest on unpaid contributions
5.1 A Contribution not paid by the due date bears simple interest at the statutory rate set by the Act or the Regulation until paid, unless the Owners Corporation resolves that interest is not payable on that contribution (either generally or in a particular case) or that a lesser rate applies as permitted by the Act.
5.2 The Owners Corporation may determine, by resolution at a general meeting or by a resolution of the strata committee if authorised, to waive or reduce interest in whole or in part as permitted by the Act and the Regulation.

Part 6 - Recovery notices and proceedings
6.1 Before commencing Debt Recovery Action, the Owners Corporation or the Agent (if delegated) must give the Owner a notice of proposed recovery action that complies with the Regulation, including specifying the date the amount fell due, how payment may be made, whether a Payment Plan may be entered into, and other ways to arrange payment. The notice period will be at least the minimum period required by the Act and Regulation before proceedings may be commenced.
6.2 If a Contribution is unpaid one month after it falls due, the Owners Corporation may recover the unpaid Contribution as a debt, together with any interest payable on that Contribution and the Reasonable Expenses of recovery, by application to the NSW Civil and Administrative Tribunal or to a court of competent jurisdiction, to the extent permitted by the Act and any applicable Regulation or order.
6.3 The Owners Corporation may issue supplementary reminder notices and engage its Agents to take steps reasonably necessary for Debt Recovery Action, consistent with this by-law and the Act and the Regulation.
6.4 Any recovery costs are recoverable only to the extent they are:
(a) ordered by the Tribunal or a court to be paid by the Owner to the Owners Corporation; or
(b) expressly agreed in writing in a Payment Plan or other written agreement with the Owner; or
(c) otherwise recoverable under the Act or another law.
6.5 Recovery costs must not be levied as, or added to, a Contribution. They must be recorded separately on the lot account as "Recovery Costs (not contributions)" and do not attract interest unless and to the extent ordered by the Tribunal or a court or otherwise permitted by law.
6.6 Unless an Owner has defaulted under an approved Payment Plan, the Owners Corporation must not commence

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or continue Debt Recovery Action for Contributions covered by a Payment Plan that the Owner is complying with.

Part 7 - Application of payments received
7.1 Payments received from an Owner in arrears are to be applied, to the extent permitted by the Act and the Regulation and any relevant order, first to the oldest unpaid Contributions, then to interest on those Contributions, and then to Recovery Costs to the extent ordered by the Tribunal or a court, unless the Owner has lawfully specified a different application or the Tribunal or a court orders otherwise.

Part 8 - Transitional and savings
8.1 Any expenses incurred by the Owners Corporation for Debt Recovery Action before the registration of this by-law may be recorded on the lot account as "Recovery Costs (not contributions)" and pursued as a debt only to the extent permitted by the Act, the Regulation and any applicable court or Tribunal order. This by-law does not authorise any such expenses to be levied as Contributions.
8.2 To the extent of any inconsistency between this by-law and the Act or the Regulation, the Act and the Regulation prevail and this by-law is read down accordingly.
8.3 This by-law replaces, repeals and applies notwithstanding any existing by-law that purported to allow the Owners Corporation to levy or recover Debt Recovery Action costs "as a contribution" or to charge fees for Payment Plans.

Part 9 - Administration
9.1 The Owners Corporation may make and amend internal debt-recovery and hardship procedures consistent with (and which do not conflict with) this by-law, the Act and the Regulation, including:
(a) standard form letters for reminder and pre-action notices;
(b) use of the approved Payment Plan request form and internal assessment criteria (including the matters in clause 4.5);
(c) parameters for delegations to the strata committee and/or the Agent to negotiate, approve, vary and terminate Payment Plans; and
(d) record-keeping and privacy practices for hardship information.
9.2 The secretary and the Agent must ensure that records of:
(a) all Levy Notices and pre-action notices issued;
(b) all Payment Plan requests, decisions and reasons; and
(c) all Recovery Costs incurred and recovered, are kept with the records of the Owners Corporation.

BL5 Parking as amended

Registration Date: 10/03/2020

1. No Parking on Common Property by Owners and Occupiers Without Approval
An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval
An owner of a lot must:
(a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and
(b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces
An owner or occupier of a lot must:
(a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any

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vehicle on the common property except in a visitor parking space,
(b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

4. Definition of a Visitor
A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

5. Privately Owned Parking Spaces
Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

6. No Parking on Common Property by Outsiders
An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

7. No Parking in Another Parking Space
An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

8. Breach of By-Law - No Parking Notices
(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:
(i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),
(ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
(iii) recover as a debt from the owner or occupier in breach of this by-law:
(A) the sum of $165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and
(B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").
(b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

9. Breach of By-Law - Recovery of Expenses
9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:
(a) rectify the breach, and/or
(b) to the extent permitted by law, recover from the owner or occupier as a debt:
(i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and
(ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").
(c) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;
9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.

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9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.

10. Mode of Recovery of Expenses, Interest, etc
In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:
(a) the owner's account with the owners corporation;
(b) levy notices given to that owner; and
(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot;
for the purpose of recovering any of those amounts from the owner as a debt.

11. Inconsistencies
To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.

BL8 Keeping of Animals amended as follows:

Registration Date: 08/03/2022

The Owner or Occupier of a lot may keep an animal on a lot unless the keeping of the animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property, pursuant to Clause 3 of this By-Law. Owners and Occupiers must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

1. The Keeping of Animals
The Owner or Occupier of a lot may keep:
a) goldfish or other similar fish in a fish tank or indoor aquarium;
b) canaries, budgerigars or similar birds kept indoors at all times;
c) one or two domestic cats, one or two dogs or one domestic cat and one dog with the consent of the Owners Corporation which consent must not be unreasonably withheld. All cats and dogs must be microchipped and registered with the appropriate authorities. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation; and
d) provided it is microchipped and registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation.

2. Informing the Owners Corporation
The Owner or Occupier of a lot must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

3. Unreasonable Interference
The circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are:
a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or

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d) the animal repeatedly causes damage to the common property or another lot, or
e) the animal endangers the health of another occupant through infection or infestation, or
f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
g) for a cat kept on a lot-the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or
h) for a dog kept on a lot
i. the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or
ii. the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or
iii. the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).

4. Controlling Animals
If the Owner or Occupier of a lot has an animal under this by-law they must ensure that the animal does not wander onto:
a) another Apartment; or
b) Common Property.
The Owner or Occupier of a lot must ensure that the animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

5. Cleanliness
An Owner or Occupier of a lot must:
a) ensure that their pet(s) are kept in a clean and hygienic condition;
b) ensure that dogs or cats or other pets do not defecate or urinate anywhere other than in a pet litter tray or box within the lot;
c) keep any pet litter tray or box clean and odour free;
d) ensure no pet related odours are at any time emitted from the lot (including any Balconies); and
e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system or common property.

6. Owners Corporation Right to Remedy Breach
Where the Owner or Occupier of a lot breaches this By-Law and allows an animal to unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending lot owner:
a) A fee of $50 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a second time (the First notification will bear no administrative fee);
b) A fee of $100 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a third time; and
c) A fee of $250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Strata Schemes Management Act 2015 by issuing a notice to comply with this By-Law.
Any administration fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.
Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner, all charges imposed by this By-law shall stand.

Strata Plan
...98216....
Common Seal

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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

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 98216

(B) LODGED BY

Document Collection Box	Name / Company / Address / E-mail / Contact Number / Customer Account Number / Reference	CODE
573X	Company NETWORK STRATA SERVICES Address PO BOX 265 HURSTVILLE BC NSW 1481 E-mail admin@netstrata.com.au Contact Number 1300 638 787 Customer Account Number 123421L Reference 98216	CH

(C) The Owner-Strata Plan No. 98216 certify that a special resolution was passed on 20/1/2026

(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-Laws 16,17
Amended by-law No. NOT APPLICABLE
as fully set out below :

Strata Plan
...98216....
Common Seal

(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. 98216 was affixed on 5/3/2026 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 05/03/26 at 3:30 PM
Property & Stock Agent Act 2002 Licence No 1361054

Name : ANDREW TUNKS - NETSTRATA

Authority : Appointed Managing Agent

Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

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Owners Corporation Consent Strata Scheme No 98216

Date 5 March 2026

CP/SP 98216

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 98216

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 98216 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 98216 was affixed on 05/03/26 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 05/03/26 at 03:30 PM
Property & Stock Agent Act 2002 Licence No 1361054

Strata Plan
...98216....
Common Seal

^ Insert appropriate date

"WARNING"

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

ACS Realty Service
Suite 503 , 580 George St,
Sydney, NSW 2000

P: 0297631126
E: info@acsrealty.com.au
ABN: 83 618 337 198

Residential Tenancy Agreement

for

205/1 Village Place, Kirrawee NSW 2232

This agreement is between **Yelong Yao** and **Jay Nathan Kelcey, Maria Stewart**.

NSW Fair Trading
Standard form from 19 May 2025

Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the ***Agreement***).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit nsw.gov.au/fair-trading before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT WAS MADE ON Thu 03/07/2025 **AT** Suite 503 , 580 George St, Sydney, NSW, 2000

BETWEEN

Landlord Name: Yelong Yao

Landlord telephone number and other contact details: 0478 490 888

~~**If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:**~~ -

Note: *The above information* ***must*** *be provided for landlord(s), whether or not there is a landlord's agent*

Address for service of notices (can be an agent's address):

Suite 503 , 580 George St

Suburb: Sydney | State: NSW | Postcode: 2000

Note: *The landlord(s) business address or residential address must be provided for landlord(s) if there is no landlord's agent*

Tenant Name (1): Jay Nathan Kelcey

Tenant Name (2): Maria Stewart

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb: | State: | Postcode:

Contact details:

Jay Nathan Kelcey: *0433 479 203, jaykelcey@hotmail.com*
Maria Stewart: *0422 055 708, maritsa_glaros03@hotmail.com*

Landlord's agent details: [If applicable]

Agent name:

ACS Realty Service

Business address for service of notices (can be an agent's address):

Suite 503 , 580 George St,

Suburb: Sydney | State: NSW | Postcode: 2000

Contact details: [*This must include a telephone number*]:

Tel: 0297631126 , Email: info@acsrealty.com.au ,

~~**Tenant's agent details:** [If applicable]~~

~~Agent name:~~

-

~~Business address for service of notices (can be an agent's address):~~

-

~~Suburb:~~ - | ~~State:~~ - | ~~Postcode:~~ -

~~Contact details:~~

-

Term of agreement

The term of this agreement is –

- ☐ 6 months
- ☑ 12 months
- ☐ 2 years
- ☐ 3 years
- ☐ 5 years
- ☐ Other (please specify) _____
- ☐ Periodic (no end date)

starting on Wed 30/07/2025 and ending on Wed 29/07/2026 [*Cross out if not applicable*] *dd/mm/yyyy*

Note: *For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900*

Residential premises

The residential premises are [*Insert address*]:

205/1 Village Place, Kirrawee NSW 2232

The residential premises include:

2 car spaces & cage

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

Rent:

Rent is $ 4345.24

Rent must be paid per ☐ week ☐ fortnight ☑ other month *(insert description of payment frequency)*

Day rent must be paid: 30th

Date first rent payment is due: Wed 30/07/2025

Note *- The landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this agreement.*

Rent must be paid by -

- ☑ approved electronic bank transfer (such as direct debit, bank transfer or BPAY)
- ☐ Centrepay
- ☐ other

Note *- The landlord, or landlord's agent, must offer the tenant the ability to pay rent by an approved electronic bank transfer method. The electronic bank transfer method must be free of charge to the tenant, other than charges ordinarily imposed by the tenant's bank. From a date notified in the Gazette by the Minister for Better Regulation and Fair Trading, the landlord, or landlord's agent, must also offer the tenant the ability to pay rent by Centrepay.*

The landlord and the tenant may agree on a different payment method. The landlord must not require the tenant to use a specific service provider to pay rent.

Details of payment method -

EFT

Note *- The landlord, or landlord's agent, must not charge a fee, or pass on a cost incurred by the landlord or landlord's agent, for the payment of rent by an approved electronic bank transfer method or by Centrepay.*

BSB number: 062-010

account number: 1124 7616

account name: ACS Rental Trust

payment reference: 101122

RENTAL BOND [Cross out if there is not going to be a bond]:

A rental bond of $ 3840.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- ☐ the landlord or another person, or
- ☐ the landlord's agent, or

☑ NSW Fair Trading through Rental Bond Online.

Note: *All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.*

IMPORTANT INFORMATION

Maximum number of occupants

No more than 4 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Flood Damage:	Name: NA	Tel: NA
Handyman Builder:	Name: Denny	Tel: 0402 630 498
Plumbing & Gas:	Name: Denny	Tel: 0402 630 498
Electrical:	Name: Denny	Tel: 0402 630 498

Water usage

Will the tenant be required to pay separately for water usage? ☑ Yes ☐ No
If yes, see clauses 12 and 13.

Utilities

Is ***electricity*** supplied to the premises from an embedded network? ☐ Yes ☑ No

Is ***gas*** supplied to the premises from an embedded network? ☐ Yes ☑ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarms

☑ Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☑ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced: 9V

~~If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?~~ ☐ ~~Yes~~ ☐ ~~No~~

~~If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:~~ -

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☑ Yes ☐ No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises ☑ Yes ☐ No
If yes, see clauses 38 and 39.

Giving notices and other documents electronically

[*Cross out if not applicable*]
Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note. *You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.*

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☑ Yes ☐ No
If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

☑ Yes | Shirley Yuan: pm@acsrealty.com.au

☐ No

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Tenant consents to electronic service of notices ☑ YES ☐ NO
If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Jay Nathan Kelcey	jaykelcey@hotmail.com
Maria Stewart	maritsa_glaros03@hotmail.com

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

RIGHT TO OCCUPY THE PREMISES

1. **The Landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under ***'Residential premises'***.

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
   - **2.1** a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
   - **2.2** a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
   - **3.1** to pay rent on time, and
   - **3.2** to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
   - **3.3** to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date, and
   - **3.4** that the rent payment method may only be changed by agreement between the landlord and the tenant.

4. **The landlord agrees:**
   - **4.1** to not require the tenant to pay more than 2 weeks rent in advance or to pay rent for a payment period before the end of the previous payment period, and
   - **4.2** to offer the tenant the option to pay rent by an approved electronic bank transfer method or by Centrepay and, if chosen by the tenant, to enable payment by that method, and
   - **4.3** to not charge fees or pass on costs incurred for the payment of rent by an approved electronic bank transfer method or by Centrepay, and
   - **4.4** that the rent payment method may only be changed by agreement between the landlord and the tenant, and the landlord will not refuse if the tenant requests to change to an approved electronic bank transfer method or to Centrepay, and
   - **4.5** to not require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
   - **4.6** to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
   - **4.7** to not use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
   - **4.8** if rent is paid by cheque—to make a rent receipt available for collection by the tenant, to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind, and
   - **4.9** if rent is not paid by cheque and is paid in person—to give a rent receipt to the tenant, and
   - **4.10** to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant, unless the landlord has previously provided a statement for the same period.

Note. *The requirements relating to Centrepay do not apply to a residential tenancy agreement until a date notified in the Gazette by the Minister for Better Regulation and Fair Trading.*

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

6. **The landlord and the tenant agree** that the rent may not be increased more than once in any period of 12 months.

Note. *The period of 12 months includes the time during which a previous residential tenancy agreement was in force if:*

a) this agreement is a renewal or replacement of the previous agreement, and

b) the landlord and at least one tenant are the same for both agreements, and

c) under the previous agreement, the tenant occupied the residential premises immediately before the start of this agreement.

7. **The landlord and the tenant agree:**
   - **7.1** that the increased rent is payable from the day specified in the notice, and
   - **7.2** that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
   - **7.3** that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
   - **8.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
   - **8.2** cease to be lawfully usable as a residence, or
   - **8.3** are compulsorily appropriated or acquired by an authority.

9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
    - **10.1** rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
    - **10.2** the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
    - **10.3** all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

      Note 1. *Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.*

      Note 2. *Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.*

    - **10.4** the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
    - **10.5** all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
    - **10.6** all charges in connection with a water supply service to residential premises that are not separately metered, and
    - **10.7** all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
    - **10.8** all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
    - **10.9** the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. **The tenant agrees** to pay:
    - **11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
    - **11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

      Note. *Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.*

    - **11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
    - **11.4** all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately Metered *is defined in section 3 of the Residential Tenancies Act 2010.*

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,

12.4.2 all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises,

and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. *Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).*

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. *Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:*

a) are structurally sound, and

b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and

c) have adequate ventilation, and

d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

e) have adequate plumbing and drainage, and

f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. *Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:*

a) are in a reasonable state of repair, and

b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and

c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and

d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications

or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding $1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. *The type of repairs that are* ***urgent repairs*** *are defined in the Residential Tenancies Act 2010 and are defined as follows:*

a) a burst water service,

b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,

c) a blocked or broken lavatory system,

d) a serious roof leak

e) a gas leak,

f) a dangerous electrical fault,

g) flooding or serious flood damage,

h) serious storm or fire damage,

i) a failure or breakdown of the gas, electricity orwater supply to the premises,

j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and tenant agree:

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. *See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is* ***'published'****.*

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees:**

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential

premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. *The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.*

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: *Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.*

36. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. **The landlord agrees:**

37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and

37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out clauses if not applicable]

38. **The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.

39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[*Cross out clauses if no rental bond is payable*]

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement

SMOKE ALARMS

42. **The landlord agrees** to:

42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will

carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. *Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.*

Note 2. *Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.*

Note 3. *A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.*

Note 4. *Section 64A of the Act provides that a smoke alarm includes a heat alarm.*

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

Note. *Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.*

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. *The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.*

SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

~~45.~~ ~~The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

~~46.~~ ~~**The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:~~

~~46.1~~ ~~the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~46.2~~ ~~a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

~~Note.~~ *~~A swimming pool certificate of compliance is valid for 3 years from its date of issue.~~*

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. **The landlord agrees** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. **The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. **The landlord and the tenant agree:**

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. **The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. *Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.*

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. *Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years*

LANDLORD'S CONSENT FOR PETS

53. **The landlord and the tenant agree:**

53.1 the tenant may keep an animal at the residential premises with the landlord's consent, and

Note. *The tenant does not need the landlord's consent to keep an assistance animal at the residential premises.*

53.2 an application for consent to keep an animal at the premises must be made jointly by all co-tenants using the Fair Trading approved form and the landlord must respond in writing to the application using that form, and

53.3 the landlord may give consent to keep an animal at the premises subject to reasonable conditions, which are taken to be terms of this agreement.

54. The landlord agrees:

54.1 to respond to an application from the tenant for consent to keep an animal at the residential premises within 21 days, specifying either that consent is given and any reasonable conditions of the consent or that consent is refused and the grounds for refusing, and

54.2 if the landlord does not give a response under clause 54.1 to an application for consent to keep an animal, the landlord consents to the tenant keeping the animal at the premises without conditions, and

54.3 to not refuse to consent to an animal being kept at the premises except on a ground set out in the Residential Tenancies Act 2010, section 73F, and

54.4 to not impose an unreasonable condition on a consent to keep an animal at the premises, and

Note. *The Residential Tenancies Act 2010, section 73E sets out what are reasonable and unreasonable conditions of a consent to keep an animal at the residential premises.*

54.5 if the landlord consents to the tenant keeping an animal at the premises, the consent continues while the tenant resides at the premises for the lifetime of the animal.

TERMINATION

55. The landlord and the tenant agree to only end this agreement in accordance with the Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

a) *both the landlord and the tenant agree to the terms, and*

b) *the terms do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and*

c) *the terms do not conflict with the standard terms of this agreement.*

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERMS - PETS

[Cross out these clauses if not applicable. Clauses 57–59 must only be included in this agreement if the clauses are reasonable conditions for keeping the animal at the residential premises.]

~~**56. The landlord agrees** the tenant may keep the following animal at the residential premises:~~

-

~~**57.** *(If the animal will be kept inside at the premises, and this clause is reasonable for the type of animal and the premises).***The tenant agrees** to have the carpet professionally cleaned, or to pay the cost of having the carpet professionally cleaned, at the end of the tenancy if cleaning is required because the animal has been kept inside at the premises during the tenancy.~~

~~**58.** *(If the animal is a mammal and will be kept inside at the premises).***The tenant agrees** to have the premises professionally fumigated, or to pay the cost of having the premises professionally fumigated, at the end of the tenancy if required because the animal has been kept inside at the premises during the tenancy.~~

~~**59.** *(If the animal is a type of animal that is not normally kept inside).***The tenant agrees** to take reasonable steps to prevent the animal being inside at the premises.~~

Insert any other agreed additional terms here. Attach a separate page if necessary.

SPECIAL CONDITIONS

1. No glues, nails, picture hooks or holes are to be drilled or placed in the walls (external & internal), tiles, ceilings or cupboards without written consent from the

Landlord. If done without consent, the tenant must repair the damage caused by removing the above items.

2. Carpets must be vacuumed regularly and spot cleaned when necessary especially in heavy traffic areas.

3. Floors must be protected from undue scratching by placing felt or similar on bottom of furniture.

4. The filters in the exhaust fan above the stove must be kept clean or replaced if beyond cleaning.

5. All manuals for stoves, dishwashers, dryer etc. must be kept in good order and left at the property on vacating.

6. Balconies & courtyard gardens are to be sweep and wash down regularly and keep rubbish free.

7. The connection of gas, electricity, telephone and internet will be done by tenants and will have to be disconnected by tenants when vacating the premise.

8. The cost of replacing any keys due to loss or damage will be borne by the tenant.

9. Any damage to common areas or premise whilst moving furniture in or out is strictly the responsibility of the tenant and the cost to repair, mend or make good will be borne by the tenant.

10. All maintenance matters must be reported in writing and or either posted or emailed to the landlord/agent.

11. All boxes must be flattened and put in recycling bins provided. All household rubbish must be discarded in suitable garbage bags and placed in bins.

12. The tenants understand that if they fall 14 days in arrears, they will be served with a notice to vacate the premises.

14. The key must be returned to Landlord/agent when tenant leave the premise.

15. When vacating the property, rubbish is to be removed and property to be returned clean.

16. Tenant authorise landlord/agent to provide their name and contact numbers for access to the property to carry out maintenance and repairs.

17. Tenant authorise Landlord/agent to provide their name and contact numbers for valuations and agrees to provide access to valuers provided a minimum 48 hours' notice is given.

18. Tenant must allow agent to organise open inspection for new tenant since agent receive the vacating notice from tenant.

19. by confirming your email address and/or accepting this request, you consent to service any notice or documents required to be given or served in respect of the residential tenancy agreement you are party to, including but not limited to termination notices, notice of inspection and notice of rent increase by email.

Tenant Acknowledgement

1. *Maria Stewart viewed and acknowledged at Fri, 04/07/2025 14:47 from device: iOS 18.3.2 iPhone Mobile Safari 18.3.1*
2. *Jay Nathan Kelcey viewed and acknowledged at Fri, 04/07/2025 14:45 from device: iOS 18.4.1 iPhone Mobile Safari 18.4*

RENTAL ARREARS PROCEDURE

At ACS Realty Service, we understand that at certain times there may be unforeseen circumstances that result in delayed rental payments. Although we will endeavor to accommodate any extraordinary situations resulting in late of rental payments, there is a strict arrears management procedure that will maintained. This is to ensure excellence in service to all our clients and to maintain thorough and effective management of the rent roll.

If you happen to fall into arrears or know that you will be unable to make a rental payment, you should contact the office immediately to discuss this with your Property Manager.

Please note that your rent MUST always be paid on time.

The following steps form our arrears management procedure

4 days in arrears - Email sent 'Arrears notice'

7 days in arrears - Email sent 'Second Arrears notice'

10 days in arrears - Phone call & SMS

14 days in arrears - Phone call, email and letter sent 'Notice of termination'

Tenants who have not remedied their rental arrears by the expiry date of the Termination Notice will be

expected to have vacated the property by that same day. You will also be advised during this process that if a Termination Notice is issued, then your name and detail may be placed on the TRA (Trading Reference Australia) - a database that lists defaulting tenants. By signing this agreement, you agree and understand with our arrears policies and procedures.

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9. Any damage to common areas or premise whilst moving furniture in or out is strictly the responsibility of the tenant and the cost to repair, mend or make good will be borne by the tenant.

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NOTES

1. Definitions

In this agreement:

- ***landlord*** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- ***landlord's agent*** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or (b) the collection of rents payable for any tenancy of residential premises.
- ***LFAI Register*** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- ***rental bond*** means money paid by the tenant as security to carry out this agreement.
- ***residential premises*** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- ***tenancy*** means the right to occupy residential premises under this agreement.
- ***tenant*** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

3. Ending this agreement

This agreement may be ended by the landlord or the tenant giving written notice of termination. The tenant may give notice at any time or on certain grounds. The landlord may only give notice on certain grounds. The Residential Tenancies Act 2010 sets out the grounds on which the landlord and the tenant may end this agreement. The grounds for the landlord ending this agreement include breach of this agreement by the tenant, sale of the residential premises requiring vacant possession, proposed sale of the residential premises, significant renovations or repairs to the residential premises, demolition of the residential premises, the residential premises ceasing to be used as rented residential premises or the landlord or the landlord's family moving into the residential premises. The grounds for the tenant ending this agreement include breach by the landlord of information disclosure provisions under the Act, section 26, breach of this agreement by the landlord or the tenant being in circumstances of domestic violence. Further grounds are set out in the Act, Parts 5 and 7.

4. Notice for ending fixed term agreement

If this agreement is a fixed term agreement, the tenant must give at least 14 days notice to end the agreement. Generally, the landlord must give at least 90 days notice, or at least 60 days notice if the agreement is for a fixed term of 6 months or less. However, the notice period is different for certain grounds for termination.

5. Notice for ending periodic agreement

If this agreement is a periodic agreement, the tenant must give at least 21 days notice to end the agreement. Generally, the landlord must give at least 90 days notice. However, the notice period is different for certain grounds for termination.

6. Warning

It is an offence for a person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation be paid for such an offence. It is an offence for the landlord, or landlord's agent, to give a termination notice on a ground that is not genuine, to provide false or misleading supporting documents or information with a termination notice or, if an exclusion period applies, to enter into a new residential tenancy agreement for the residential premises during the exclusion period.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. *Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.*

SIGNED BY THE LANDLORD/AGENT

AGENT : **Shirley Yuan** on behalf of **Yelong Yao** (Landlord)



Signed at Thu, 03/07/2025 13:47 , from device: Windows 10 Other Chrome 138.0.0

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

AGENT : **Shirley Yuan** on behalf of **Yelong Yao** (Landlord)



Signed at Thu, 03/07/2025 13:47 , from device: Windows 10 Other Chrome 138.0.0

SIGNED BY TENANT(S)

Tenant 1: **Jay Nathan Kelcey**



Signed at Fri, 04/07/2025 14:46 , from device: iOS 18.4.1 iPhone Mobile Safari 18.4

Tenant 2: **Maria Stewart**



Signed at Fri, 04/07/2025 14:47 , from device: iOS 18.3.2 iPhone Mobile Safari 18.3.1

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Tenant 1: **Jay Nathan Kelcey**



Signed at Fri, 04/07/2025 14:46 , from device: iOS 18.4.1 iPhone Mobile Safari 18.4

More Information

For information about your rights and obligations as a landlord or tenant, contact:

a. NSW Fair Trading on 13 32 20 or nsw.gov.au/fair-trading, or
b. Law Access NSW on 1300 888 529 or lawaccess.nsw.gov.au, or
c. your local Tenants Advice and Advocacy Service at tenants.org.au

AUDIT TRAIL

Shirley Yuan (AGENT)

Thu, 03/07/2025 13:47 - Shirley Yuan stamped saved signature the Residential Tenancy Agreement
Thu, 03/07/2025 13:47 - Shirley Yuan submitted the Residential Tenancy Agreement

Jay Nathan Kelcey (Tenant)

Fri, 04/07/2025 14:45 - Jay Nathan Kelcey clicked 'start' button to view the Residential Tenancy Agreement *(iOS 18.4.1 iPhone Mobile Safari 18.4, IP: 125.168.144.6)*
Fri, 04/07/2025 14:46 - Jay Nathan Kelcey stamped saved signature the Residential Tenancy Agreement *(iOS 18.4.1 iPhone Mobile Safari 18.4, IP: 125.168.144.6)*
Fri, 04/07/2025 14:46 - Jay Nathan Kelcey submitted the Residential Tenancy Agreement *(iOS 18.4.1 iPhone Mobile Safari 18.4, IP: 125.168.144.6)*

Maria Stewart (Tenant)

Fri, 04/07/2025 14:46 - Maria Stewart clicked 'start' button to view the Residential Tenancy Agreement *(iOS 18.3.2 iPhone Mobile Safari 18.3.1, IP: 125.168.144.6)*
Fri, 04/07/2025 14:47 - Maria Stewart stamped saved signature the Residential Tenancy Agreement *(iOS 18.3.2 iPhone Mobile Safari 18.3.1, IP: 125.168.144.6)*
Fri, 04/07/2025 14:48 - Maria Stewart submitted the Residential Tenancy Agreement *(iOS 18.3.2 iPhone Mobile Safari 18.3.1, IP: 125.168.144.6)*

AGREEMENT END