

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		Phone: Fax: Email:
co-agent		
vendor		
vendor's solicitor		Phone: Fax: Email: Ref:
date for completion		
land (address, plan details and title reference)		
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

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

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

buyer's agent

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

**SIGNING PAGE**

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

**Choices**

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

**Nominated Electronic Lodgment Network (ELM)** (clause 4): \_\_\_\_\_

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

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

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

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

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

Purchaser must make a **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):

## List of Documents

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

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

**SECTION 66W CERTIFICATE OF THE CONVEYANCING ACT 1919**

**VENDOR:**

**PROPERTY:**

**PURCHASER:**

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

1. I am a Solicitor/Barrister/Licenced Conveyancer currently admitted to practice in New South Wales.
2. I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to the Contract for Sale of the Property from the Vendor to the Purchaser 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 the Vendor nor am I a member or employee of a firm of which the Solicitor acting for the Vendor is a member or employee.
4. I have explained to the Purchaser:
  - (a) the effect of the Contract for Sale of the 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 for Sale.

Dated: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

.....  
Solicitor/barrister/licenced conveyancer for the Purchaser

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

**13 Goods and services tax (GST)**

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

● **Notices, certificates and inspections**

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

● **Meetings of the owners corporation**

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

**24 Tenancies**

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

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

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title, and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

330 /9 Winning Street Kellyville NSW 2155

## **SPECIAL CONDITIONS TO AGREEMENT FOR SALE OF LAND**

BETWEEN

**Vendor: BENTIAN XU**

AND

**Purchaser:**

### **33. AMENDMENT OF PRINTED PROVISIONS**

33.1 The printed provisions of this Contract are amended as follows:

- (a) Clause 1 – definition of “settlement cheque” –replace with “an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor’s solicitor, some other cheque”.
- (b) Clause 2.8 – by deleting the entire sub-clause.
- (c) Clause 2.9 – by deleting the entire sub-clause.
- (d) Clause 3 – by deleting the entire clause.
- (e) Clause 4.2 – by deleting the entire clause and replace it with below:  
  

*“4. If, because the Purchaser requests that this transaction is to be conducted as a manual transaction, the Purchaser must bear the Vendor’s legal costs in the sum of \$440 incurred because this Conveyancing Transaction is requested to be conducted as an manual transaction by the Purchaser. The above costs must be paid by the Purchaser on or before completion.”*
- (f) Clause 5.1 – by deleting the entire sub-clause.
- (g) Clause 5.2.3 – replace "a reasonable time" with "21 days after the contract date".
- (h) Clause 6 – by deleting the entire clause.
- (i) Clause 7.1.1 – deleted and replaced with "any amount is claimed".
- (j) Clause 7.2.1 – deleted “10%” and replace it with “1%”.
- (k) Clause 7.2.2 – deleted the entire sub-clause and replace it with “the amount is held by the depositholder”.
- (l) Clause 7.2.6 – by inserting the following at the end of the sentence:  
  

*“The vendor is entitled to request the depositholder to release the amount held by it to the vendor or as the vendor directs without further confirmation by the purchaser.”*
- (m) Clause 8.1.1 – amended by the deletion of the words “on reasonable grounds”.

- (n) Clause 8.1.2 – by deleting the words “and those grounds”.
- (o) Clause 8.2 – by deleting the entire sub-clause.
- (p) Clause 9.1 – by deleting the words “(to a maximum of 10% of the price)”.
- (q) Clause 10.1 – first line inserting “or delay completion” after the word “requisition”.
- (r) Clause 10.1.8 and 10.1.9 are amended by deleting the reference to “substance” and replace with “existence”.
- (s) Clause 11 – deleted in its entirety.
- (t) Clause 13.8 – by deleting the entire sub-clause.
- (u) Clause 14.2.1 – by deleting “2 business days” and replacing it with “5 business days”.
- (v) Clause 14.4.2 – by deleting the first bullet “the person who owned the land owned no other land;” and deleting the second bullet “the land was not subject to a special trust or owned by a non-concessional company; and”
- (w) Clause 17.2.2 – by deleting the word “provisions” and replacing it with “existence”.
- (x) Clause 17.3 – is deleted in their entirety.
- (y) Clause 19.2.3 – is deleted in its entirety.
- (z) Clause 23.6 – is deleted in its entirety, and insert the following:

*“ 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 and/or due on or before the contract date;*

*23.6.2 the purchaser is liable for all contributions determined and/or due after the contract date. “*

- (aa) Clause 23.9 – by deleting in its entirety.
- (bb) Clause 23.13- by deleting in its entirety and insert the following:

*“The purchaser is authorised to apply for an information certificate in relation to the lot, the scheme or any higher scheme at its own costs”.*
- (cc) Clause 23.17 – by deleting in its entirety.
- (dd) Clause 24.1 – be deleting the entire sub-clause and replace it with the following:

*“24.1 On completion,*

24.1.1 *the parties must adjust any prepaid rent and periodic payment, if any; and*

24.1.2 *the Purchaser must pay to the Vendor any amount in respect of any rent and other money which are unpaid at completion for the period current at the adjustment date; and*

24.1.3 *the Vendor assigns all unpaid rent and any money to the purchaser on completion.*

*unless otherwise agreed by the parties.”*

- (ee) Clause 24.3 – by deleting in its entirety.
- (ff) Clause 24.4.3 –to be deleted in its entirety and replace it with “*The Vendor must give to the Purchaser a proper notice of the transfer (an attornment notice) addressed to the tenant after the settlement in a timely manner*”.
- (gg) A new sub-clause 24.4.6 is inserted as follows:  

*“24.4.6 The Purchaser cannot make a claim or requisition, delay completion, or rescind or terminate this contract if the tenant vacates the property, for any reason, on or prior to Completion.”*
- (hh) Clause 25 to 29– by deleting the entire clauses.
- (ii) Clause 30.7 – by deleting “but the vendor must pay the purchaser’s additional expenses, including any agency or mortgage fee.”
- (jj) Clause 30.9 – by deleting “cash (up to \$2,000) or”.
- (kk) Clause 30.11 – by deleting in its entirety.

33.2 If there is any inconsistency between the printed provisions of this Contract and these additional clauses, these additional clauses prevail.

#### **34. AGENT WARRANTY**

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34.1 The Purchaser warrants that it has not been introduced to the property or the Vendor directly or indirectly through the services of any agent other than the Vendor’s agent referred to on the front page of this Contract and the Purchaser hereby agrees to indemnify the Vendor against any claim for commission by any estate agent or agency due to the Purchaser’s breach or alleged breach of this warranty to the intent that all damages costs and expenses on a solicitor and client basis which may be incurred by the Vendor in respect of any such claim or alleged claim shall be paid by the Purchaser to the Vendor.

34.2 This special condition of this Contract and warranty shall ensure and remain in full force and effect notwithstanding completion hereof and shall not be deemed to merge in the transfer on completion of this Contract.

#### **35. WARRANTIES AND ACKNOWLEDGMENTS BY PURCHASER**

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35.1 The Purchaser acknowledges that the Vendor does not make any

representation or warranty about the state of repair or condition of the property (including any furnishings and chattels) and the Purchaser accepts them in their position, state of repair and condition at the date of this Contract.

- 35.2 The Vendor is not responsible for loss of, damage to (other than loss or damage due to the act or default of the Vendor), mechanical breakdown in, or fair wear and tear to, the furnishings and chattels which occur before or after the date of the Contract.
- 35.3 The Purchaser must not make a claim, objection or requisition, delay completion or rescind or terminate and cannot take any restricted action in respect of:
- 35.3.1 the existence of a charge, outgoings and/or land tax which will be paid or removed on completion.
  - 35.3.2 Whether or not any furnishings, chattels, stock are left on, in, about, or attached the property at completion.
  - 35.3.3 the condition, state of repair, dilapidation or infestation (if any) of the property.
  - 35.3.4 any latent or patent defect in the property.
  - 35.3.5 any environmental hazard or contamination.
  - 35.3.6 the nature, location, availability or non-availability of any water, sewerage, drainage, gas, electricity, telephone and other installations (services) or defects in the Services.
  - 35.3.7 whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services.
  - 35.3.8 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property.
  - 35.3.9 any rainwater downpipe being connected to the sewer.
  - 35.3.10 any failure to comply with the Swimming Pools Act 1992(NSW).
  - 35.3.11 Whether or not the property complies with the regulations under the Environmental Planning and Assessment Act 1979 (NSW) relating to the installation of smoke alarms.
  - 35.3.12 Whether the existing lease is registered or not; or
  - 35.3.13 Whether the rental bonds are lodged or not.
- 35.4 The Purchaser acknowledges the property is being purchased in its present condition and state of repair, and with any defects as regards a construction or repair of any improvements thereon, and subject to any infestation and dilapidation and as a result of the Purchaser's own inspection, the Purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise in respect of the property or any part thereof any improvements therein, other than as expressly set out in this Contract.
- 35.5 The Purchaser warrants that it was not induced to enter into this Contract by and did not rely on any representations or warranties by, the Vendor, the Vendor's agent or persons on behalf of the Vendor about the subject matter of this Contract (including representations or warranties about the construction, nature of the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this Contract.
- 35.6 The Purchaser has obtained its own enquiries and appropriate independent advice on, and is satisfied in relation to:
- 35.6.1 The subject matter of this Contract, the property and the

- improvements (if any) thereon.
- 35.6.2 the Purchaser's obligations and rights under this Contract, and all information relevant to the risks, contingencies and other circumstances affecting its purchase of the property under this Contract.
- 35.6.3 the nature of the property and the purposes for which the property may be lawfully used.
- 35.6.4 liabilities to pay stamp duties or any other requirements to pay government-imposed duties or taxes.
- 35.6.5 the installations and services provided to the property; and
- 35.6.6 the Purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1936 for depreciation of any plant or equipment on the property or in connection with the cost of construction of any building thereon.

### **36. INCAPACITY**

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- 36.1 Should, prior to completion, either party die or become mentally ill, then the other party may rescind this Contract pursuant to Clause 19 by notice in writing served to the Solicitor named as the other party's Solicitor.
- 36.2 Should the Purchaser, prior to completion, be declared bankrupt or enter into any scheme or make any arrangement for the benefit of creditors or have a petition for the winding up or should any liquidator, receiver or official manager be appointed, the Purchaser shall be deemed to be in default hereunder.

### **37. DISCHARGE MORTGAGE OR WITHDRAWAL CAVEAT**

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- 37.1 On completion the Purchaser shall accept a registrable form of discharge of any mortgage or withdrawal of any caveat or surrender of any expired lease then on the title together with either any documents necessary for registration thereof or any evidence thereof to the Land Registry Services together with the registration fee payable in respect thereof.

### **38. GST**

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- 38.1 Notwithstanding whatever stated in this Contract, the purchase price is exclusive of GST unless and until the GST amount is inserted in the 'GST amount' box on the front page of the Contract. Otherwise, any GST payable by the Vendor will be added on top of the purchase price upon settlement and payable by the Purchaser as part of the adjustment pursuant to clause 14.
- 38.2 If for whatever reason and notwithstanding whatever stated in this Contract, this transaction is deemed to be a taxable supply after completion and the Vendor has to pay GST to the relevant authority even though GST is not expressed to be payable in this Contract, the Purchaser will reimburse the Vendor for all the GST payable for this Contract within 7 days upon written demand from the Vendor.
- 38.3 This special condition shall survive the completion of this Contract.

### **39. SERVICE**

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Service of any notice or document under or relating to this Contract may be effected and shall be sufficient service on a party and that party's solicitor if:

- (a) addressed to that party or to that party's solicitor at the respective addresses set out in this Contract and posted by ordinary pre-paid post and such notice or document shall be deemed to have been received by that party or that party's solicitor on the second business day following the date of posting.
- (b) The notice or document is sent by telex, email, or facsimile transmission and in any such case shall be deemed to be duly given or made when:
  - i. In the case of telex, the sender has received the answer-back code of the receipt at the end of the transmission;
  - ii. In the case of email, when the sender's computer indicates that the message has been received or that it has not bounced;
  - iii. In the case of facsimile transmission, the transmission has been completed;

Except where:

- i. The sender's machine indicates a malfunction on transmission, or the recipient immediately notifies the sender of an incomplete transmission in which case the telex or facsimile transmission shall be deemed not to have been given or made;
- ii. The time of dispatch is not before 17:00 (local time) on a day on which business is generally carried on in the place to which such notice is sent in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.

#### **40. LATE COMPLETION**

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40.1 In the event that completion does not take place by the Completion Date the Purchaser must pay interest on the balance of purchase monies to the Vendor on completion at the rate of 12% per annum from and including the Completion Date up to and including the actual completion date.

The Purchaser does not need to pay interest if the completion does not take place by the Completion Date due to the Vendor's reason.

40.2 If completion does not occur on the Completion Date, then a party who is ready, willing and able to complete may serve the other party with a Notice to Complete making time to complete of the essence.

40.3 If the Vendor issues a Notice to Complete under this clause, the Purchaser must pay to the Vendor's solicitors on completion an amount of \$550.00 (inclusive of GST) representing the Vendor's additional legal costs and disbursements in respect to the issue of such Notice to Complete.

40.4 The interest and costs payable under this clause are without limitation a genuine and minimum pre-estimate of the damage suffered by the Vendor and/or Contract or due to the Purchaser's failure to complete on the completion date. This clause is an essential term of the Contract, and the Vendor is not obliged to complete unless the Purchaser complies with this clause.

40.5 The Vendor is not to be regarded as being unable, nor ready or unwilling to

complete because of the existence of a charge on the property in respect of any rates and taxes.

40.6 If a party is entitled to serve a Notice to Complete:

- (a) A period of not less than 14 days after the day on which the Notice to Complete is served is a reasonable and sufficient period for the purpose of making the time for completion essential;
- (b) The Notice to Complete may nominate an hour of the day during business hours by which completion must take place in which event completion at or by the hour of the day specified is essential; and
- (c) The party serving the Notice to Complete can withdraw it at any time after it is served without prejudice to the right of that party to serve any further such Notice to Complete.

#### **41. EXISTING TENANCIES**

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If the property is sold subject to any tenancy, the Vendor does not warrant that the tenant will continue to remain in the property on or after completion.

#### **42. PURCHASER'S REQUISITION ON TITLE**

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Notwithstanding any other provision of this Contract, the Purchaser acknowledges that the Vendor shall not be obliged to reply to the Purchaser's requisitions unless the requisitions are submitted in a Form annexed hereto within the requested time.

#### **43. NO CAVEAT OR PRIORITY NOTICE**

---

It is an essential condition of this Contract that the Purchaser, and any person claiming an interest in any part of the property through the Purchaser must not lodge a caveat or priority notice in respect of the Property.

The Vendor may terminate this Contract in accordance with Clause 9 if the Purchaser does not arrange the withdrawal of any such caveat or priority notice within (two) 2 business days of receiving notice that the Vendor requires its withdrawal.

#### **44. RELEASE OF DEPOSIT**

---

Notwithstanding any other provision in this Contract, the Purchaser and the Vendor agree that:

- (a) all or part of the deposit shall be released to the Vendor at the Vendor's sole discretion prior to the completion; and
- (b) to avoid confusion, upon the making of this Contract and at any time thereafter prior to completion of this Contract, the Vendor is entitled to, without notice to the Purchaser, request the depositor to release all or part of the deposit to it or its solicitors or they may direct.

#### **45. DEPOSIT LESS THAN 10%**

---

45.1 The Purchaser hereby accepts and acknowledges to the Vendor that the

deposit required to be paid pursuant to this Contract is the full 10% deposit of the Purchase Price.

- 45.2 If the Purchaser requests to enter into this Contract by the payment of a deposit of less than 10% of the Purchase Price, the Purchaser must give to the Vendor its assurance irrevocable undertaking and warranty that the Purchaser will pay to the Vendor on or before completion of this Contract the unpaid of the 10% deposit under this Contract.
- 45.3 The Vendor may, at its absolute discretion, determine whether or not to agree with the Purchaser's request as stated above.
- 45.4 IN THE FURTHER EVENT that the Vendor becomes entitled to the forfeiture of the deposit under this Contract, the Purchaser hereby acknowledges and warrants to the Vendor that the Vendor has the legal right and entitlement to recover the full 10% deposit of the Purchase Price stipulated on the Contract.
- 45.5 The Purchaser hereby acknowledges that the word "deposit" in this Contract shall mean the total 10% deposit of the Purchase Price noted in the Contract.

#### **46. GUARANTOR**

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Where the Purchaser is a company, it must on entering into this contract procure from not less than two directors and/or shareholders of the company a guarantee of the performance of the Purchaser under this contract unless the company has a sole director and shareholder who is the same person in which event the guarantee must be given by that person. The guarantee must be given by the guarantors in the form of the guarantee annexed to this Contract and marked "A".

#### **47. FIRB APPROVAL**

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##### 47.1 Purchaser's warranties

The Purchaser warrants that:

- (a) the Purchaser is not a foreign person; and
- (b) FIRB approval is not required for the purchase of the property by the Purchaser, or that if it is required the Purchaser has obtained that approval.

##### 47.2 Purchaser's indemnity

The Purchaser acknowledges that the Vendor is relying on the Purchaser's warranties contained in clause 47.1.

- 47.3 The Purchaser indemnifies the Vendor against all claims and loss including any consequential loss which the Vendor may incur or may become liable for as a consequence of the Vendor having relied upon the Purchaser's warranties contained in clause 47.1.

##### 47.4 Right to terminate

If the Purchaser is in breach of the warranties contained in clause 47.1, the Purchaser is in default under this Contract in an essential respect and the Vendor is entitled to terminate this Contract by serving a notice on the Purchaser and, without limitation, the full deposit will be forfeited to the Vendor as its absolute property.

#### **48. ERRORS IN ADJUSTMENT**

---

Each party agrees that if on completion an adjustment required to be made pursuant to the Contract has been overlooked or incorrectly calculated, it will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party. This Clause shall survive the Completion of this Contract.

#### **49. LAND TAX**

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The Vendor may not be able to provide the Purchaser with a land tax clearance certificate on or before the completion date and will apply the settlement money to pay any balance of the land tax (including surcharge) at settlement. The Purchaser must not make any claim or objection or delay completion.

The Vendor shall provide the Purchaser with a copy of the land tax clearance certificate within five (5) business days after completion.

#### **50. CHRISTMAS/NEW YEAR CLOSURE PERIOD**

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- 50.1 Notwithstanding the Completion Date on the front page of the Contract, the parties agree that settlement does not take place between 20 December 2024 and 15 January 2025 inclusive ("**Christmas Closure Period**").
- 50.2 In the event that any event, notice or condition becomes due during the Christmas Closure Period, the parties agree that the event, notice or condition will be deemed to be due on 16 January 2025.
- 50.3 A notice to complete served prior to the commencement of the Christmas Closure Period must not expire earlier than seven (7) days after the Christmas Closure Period.
- 50.4 A notice to complete cannot be issued during the Christmas Closure Period. However, if a notice to complete is issued before the Christmas Closure Period, interest will continue to accrue.

#### **51. VENDOR SELLING AS BENEFICIARY OF THE ESTATE OF LATE ZHICHENG XU**

---

- 51.1 The Purchaser acknowledges that, as of the date of this Contract, the Vendor is not registered as the proprietor of the Property being sold.
- 51.2 The Vendor discloses and warrants that,
- (a) An application for Letters of Administration for the estate of late Zhicheng Xu has been filed with the Supreme Court of NSW; and

(b) The Vendor is the sole beneficiary of the deceased estate of late Zhicheng Xu.

51.3 The parties agree that completion of the contract is conditional upon the grant of the Letters of Administration within 3 months from the date of this Contract.

51.4 The settlement shall take place on the later date of:

- (a) 42 days from the date of this Contract;
- (b) 14 days after written notification by the Vendor to the Purchaser of the grant of the Letters of Administration; or
- (c) 14 days after the Vendor's service of the registration of the Property in the Vendor's sole name.

51.5 If the Letters of Administration are not granted within 3 months from the date of the Contract, either party may rescind the Contract by serving notice, and clause 19 shall apply. However, neither party may serve such notice after the Letters of Administration have been granted.

## CONDITIONS OF SALE BY AUCTION

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

**Bidders record** means the bidders record to be kept pursuant to clause 15 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002.

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
  - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
  - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
  - (a) More than one vendor bid may be made to purchase the interest of a co-owner.

- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer--before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer--before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

**ANNEXURE "A"**

**Guarantor:** \_\_\_\_\_

**Address of Guarantor:** \_\_\_\_\_

1. In consideration of the vendor entering into this contract at the request of the guarantor the guarantor unconditionally and irrevocably guarantees to the vendor:
  - (a) The payment of all money payable by the purchaser under this contract; and
  - (b) The performance of any other obligations of the purchaser under this contract.
2. The Guarantor:
  - (a) Indemnifies the vendor against any claim of whatever nature incurred by the vendor in connection with any breach by the purchaser of any obligation of the purchaser under this contract, and
  - (b) Must pay on demand any money due to the vendor under this indemnity.
3. The guarantor is jointly and severally liable with the purchaser to the vendor for the performance by the purchaser of the obligations of the purchaser under this contract.
4. Until the vendor has received all money payable to it under this contract and the purchaser and the guarantor have each performed all of their obligations under this contract the guarantor may not claim or receive the benefit of any distribution in any winding up of the purchaser or prove in such winding up in competition with the vendor unless the amount to be received by the vendor is not reduced as a result.
5. The obligation of the guarantor is not affected if:
  - (a) The vendor releases or enters into a composition with the purchaser;
  - (b) A payment made to the vendor is later avoided; or
  - (c) The vendor assigns or transfers the benefit of this contract.
6. The obligations of the guarantor under this guarantee are not released, discharged or otherwise affected by:
  - (a) The grant of any time, waiver, covenant not to sue or other indulgence.
  - (b) An arrangement, composition or compromise entered into by the vendor;
  - (c) The winding up of the purchaser.

**SIGNED by the Guarantor**

\_\_\_\_\_

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:        **Unit**  
Dated:

---

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

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

**Affectations, notices and claims**

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

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

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

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

#### **Owners Corporation management**

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

**Capacity**

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

**Requisitions and transfer**

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



Order number: 85705666  
Your Reference: 2410008CH  
02/10/24 15:38



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 14/SP95852

SEARCH DATE	TIME	EDITION NO	DATE
2/10/2024	3:38 PM	2	30/8/2017

LAND

LOT 14 IN STRATA PLAN 95852  
AT KELLYVILLE  
LOCAL GOVERNMENT AREA THE HILLS SHIRE

FIRST SCHEDULE

ZHICHENG XU (T AM688908)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP95852

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 2/10/2024

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.



Order number: 85705736  
 Your Reference: 2410008CH  
 02/10/24 15:39



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP95852

SEARCH DATE	TIME	EDITION NO	DATE
2/10/2024	3:39 PM	6	25/7/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 95852  
 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KELLYVILLE  
 LOCAL GOVERNMENT AREA THE HILLS SHIRE  
 PARISH OF CASTLE HILL COUNTY OF CUMBERLAND  
 TITLE DIAGRAM SP95852

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 95852  
 ADDRESS FOR SERVICE OF DOCUMENTS:  
 BEAUMONT STRATA MANAGEMENT  
 PO BOX 7601  
 NORWEST BC  
 NSW 2153

SECOND SCHEDULE (21 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1230087
- 3 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
- 4 ATTENTION IS DIRECTED TO THE BUILDING MANAGEMENT STATEMENT FILED WITH DP1230087  
 THE BUILDING MANAGEMENT STATEMENT IS TAKEN TO BE THE STRATA MANAGEMENT STATEMENT S.108 STRATA SCHEMES DEVELOPMENT ACT 2015
- 5 DP241932 RESTRICTION(S) ON THE USE OF LAND
- 6 DP1212326 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1212326 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 8 DP1212326 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 9 DP1212326 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 10 DP1212326 POSITIVE COVENANT REFERRED TO AND NUMBERED (12) IN

END OF PAGE 1 - CONTINUED OVER

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SECOND SCHEDULE (21 NOTIFICATIONS) (CONTINUED)

- 11 DP1212326 THE S.88B INSTRUMENT RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT
- 12 DP1212326 POSITIVE COVENANT REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
- 13 DP1212326 POSITIVE COVENANT REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT
- 14 DP1230087 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 15 DP1230087 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1230087 EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (E4) IN THE TITLE DIAGRAM
- 17 DP1230087 EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (E8) IN THE TITLE DIAGRAM
- 18 DP1230087 EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (22) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (E9) IN THE TITLE DIAGRAM
- 19 DP1230087 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 AM956247 INITIAL PERIOD EXPIRED
- 21 AT289546 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 95852

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 84	2	- 94	3	- 79	4	- 79
5	- 86	6	- 70	7	- 82	8	- 92
9	- 79	10	- 79	11	- 92	12	- 82
13	- 84	14	- 94	15	- 79	16	- 79
17	- 93	18	- 84	19	- 86	20	- 96
21	- 81	22	- 82	23	- 94	24	- 86
25	- 89	26	- 99	27	- 96	28	- 96
29	- 99	30	- 89	31	- 78	32	- 79
33	- 79	34	- 81	35	- 78	36	- 79
37	- 79	38	- 79	39	- 79	40	- 80
41	- 79	42	- 80	43	- 80	44	- 80
45	- 80	46	- 81	47	- 79	48	- 81
49	- 82	50	- 82	51	- 81	52	- 82

END OF PAGE 2 - CONTINUED OVER

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FOLIO: CP/SP95852

PAGE 3

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

STRATA PLAN 95852

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
53	- 81	54	- 89	55	- 89	56	- 96
57	- 96	58	- 86	59	- 86	60	- 78
61	- 81	62	- 79	63	- 79	64	- 68
65	- 80	66	- 79	67	- 80	68	- 79
69	- 79	70	- 79	71	- 80	72	- 79
73	- 81	74	- 80	75	- 81	76	- 81
77	- 81	78	- 81	79	- 82	80	- 81
81	- 82	82	- 82	83	- 81	84	- 86
85	- 86	86	- 96	87	- 96	88	- 89
89	- 89	90	- 68	91	- 84	92	- 79
93	- 79	94	- 91	95	- 82	96	- 80
97	- 91	98	- 79	99	- 79	100	- 91
101	- 80	102	- 81	103	- 92	104	- 81
105	- 80	106	- 92	107	- 81	108	- 83
109	- 93	110	- 82	111	- 81	112	- 93
113	- 83	114	- 86	115	- 94	116	- 96
117	- 96	118	- 97	119	- 86		

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 2/10/2024

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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## CERTIFICATE ORDER SUMMARY

### Transaction Details

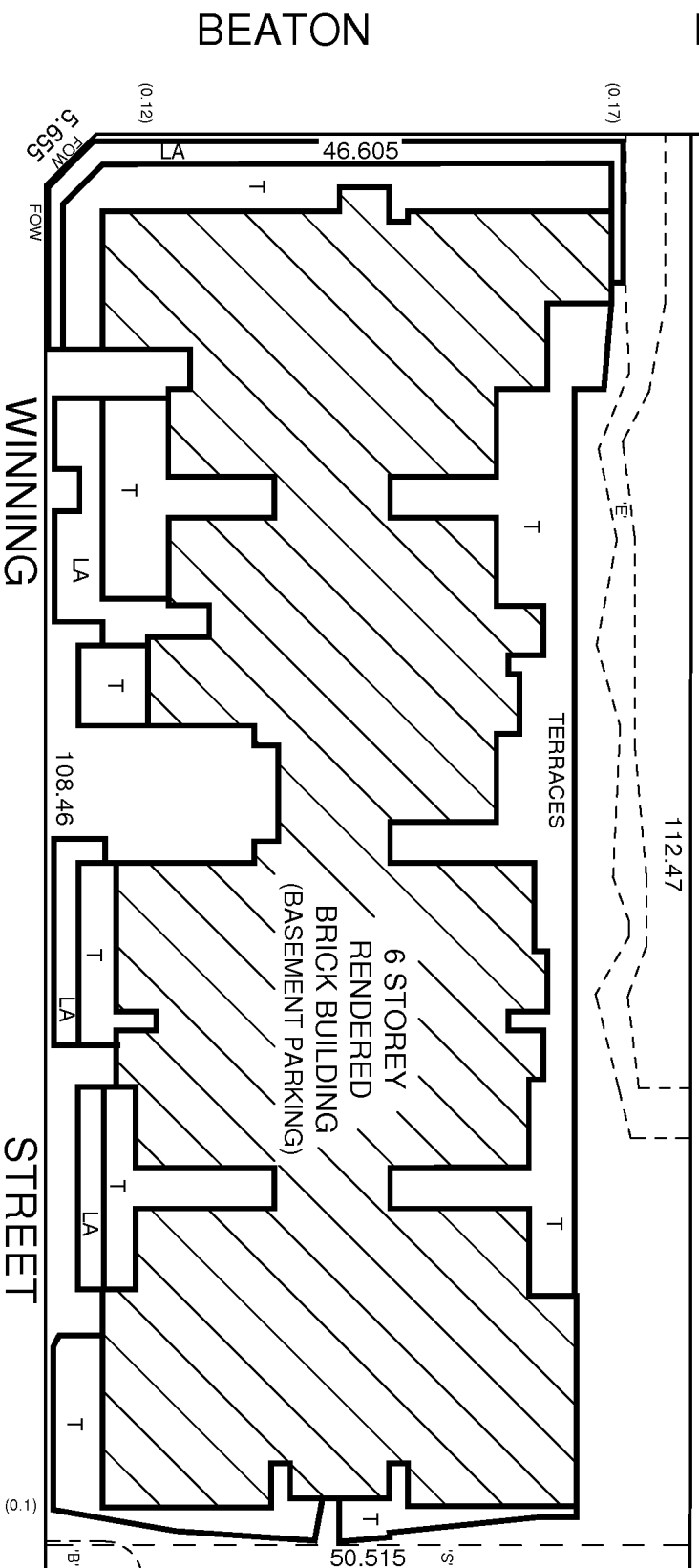
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Certificate No: 126353487  
Your Reference: 2410008CH  
Certificate Ordered: NSW LRS - Copy of Plan - Strata Plan 95852  
Available: Y  
Size (KB): 692  
Number of Pages: 20  
Scan Date and Time: 17/07/2017 22:06

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# LOCATION PLAN

D P 1 2 3 0 0 8 7  
 LOTS 1-3



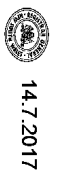
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 D P 1 2 1 2 3 2 6

- 'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (VIDE 'E4', 'E8' & 'E9' IN DP1230087)
- 'B' DENOTES RESTRICTION ON THE USE OF LAND (VARIABLE WIDTH) (VIDE DP1212326)
- 'S' DENOTES EASEMENT TO DRAIN WATER, 2 WIDE & LIMITED IN STRATUM (VIDE DP1230087)
- T DENOTES TERRACES
- LA DENOTES LANDSCAPED AREAS
- EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE SITE (VIDE 1212326)

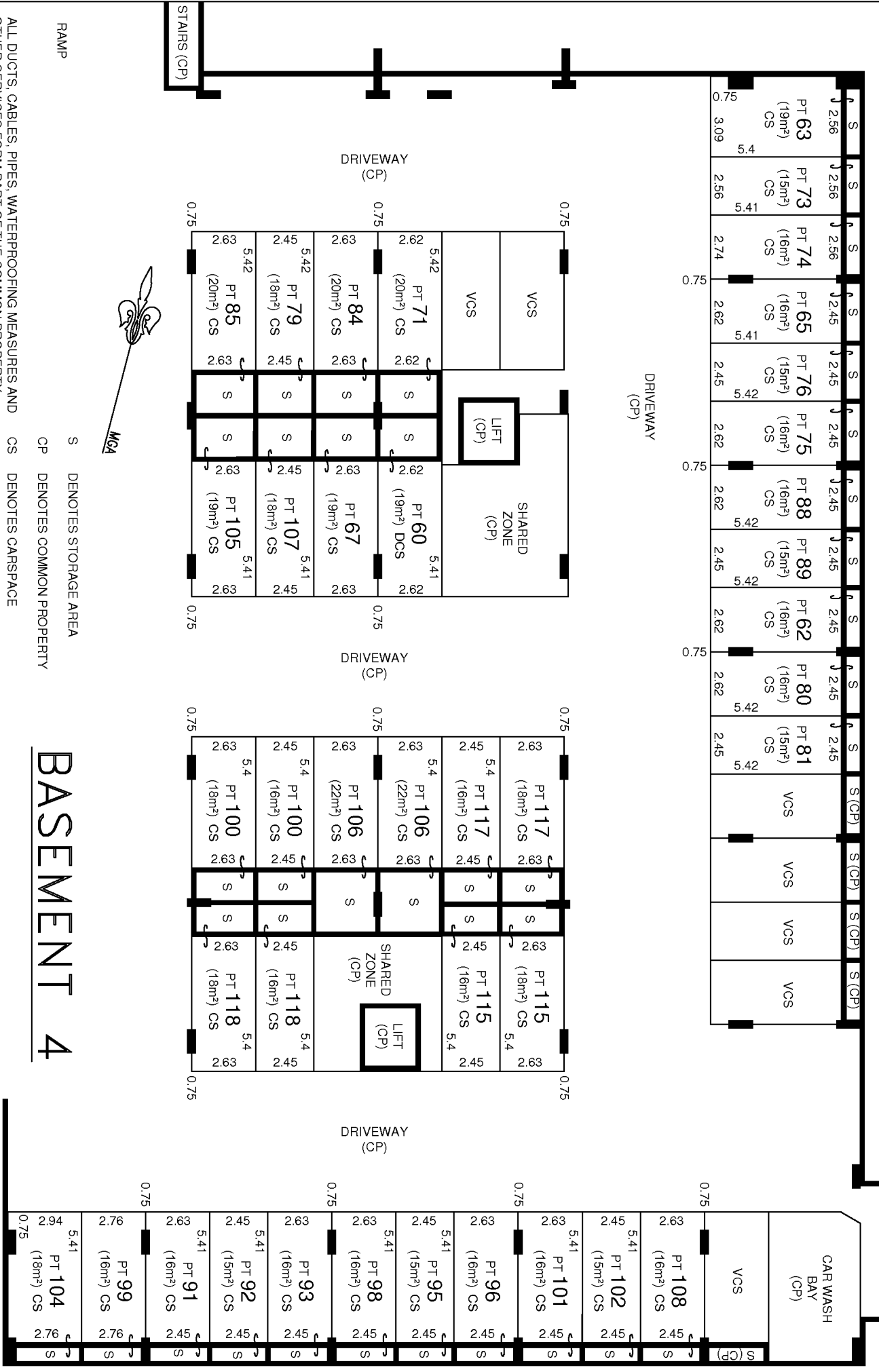
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Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 400

Registered



SP95852



**BASEMENT 4**

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

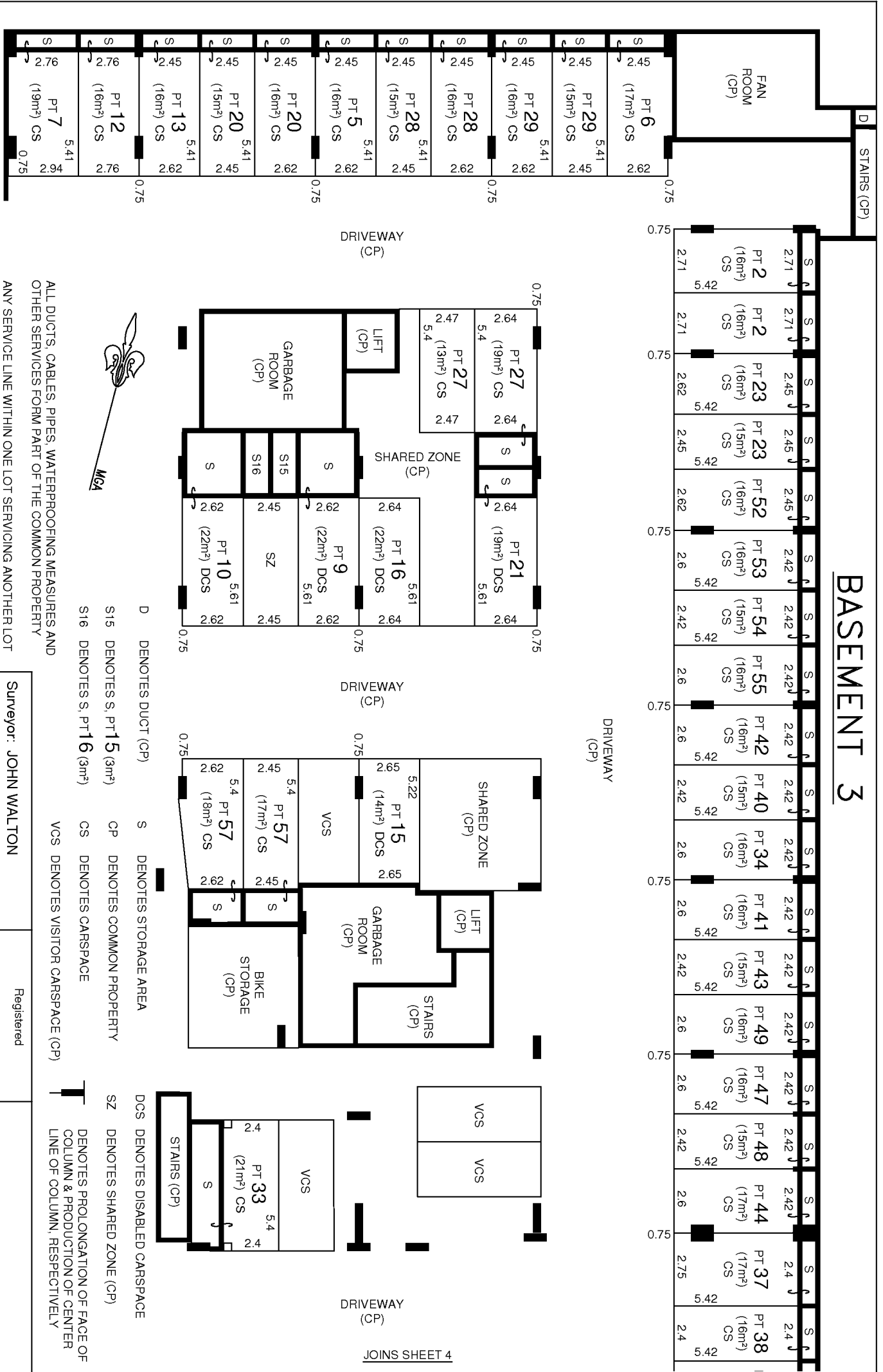
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Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
 Subdivision No.: SC2927

Registered  
 14.7.2017

SP95852

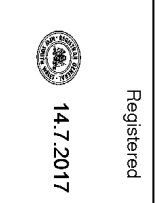
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D DENOTES DUCT (CP) S DENOTES STORAGE AREA  
 S15 DENOTES S, PT15 (3m<sup>2</sup>) CP DENOTES COMMON PROPERTY  
 S16 DENOTES S, PT16 (3m<sup>2</sup>) CS DENOTES CARSPACE  
 VCS DENOTES VISITOR CARSPACE (CP)  
 DCS DENOTES DISABLED CARSPACE  
 SZ DENOTES SHARED ZONE (CP)  
 T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

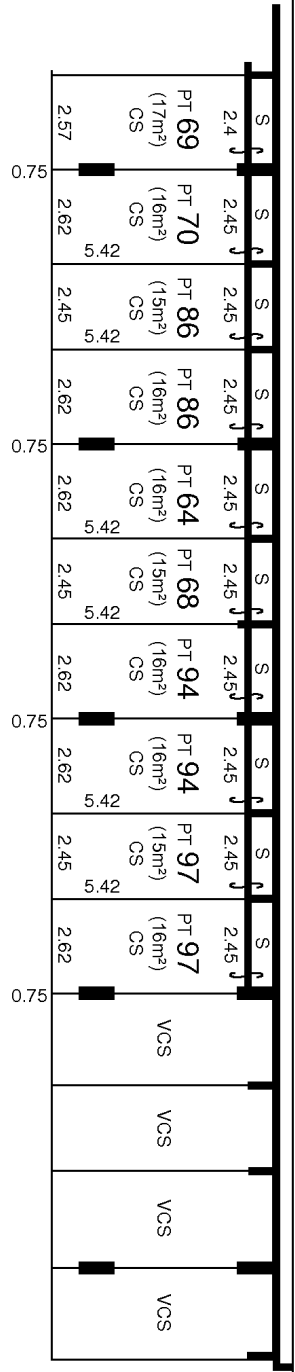
ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 150

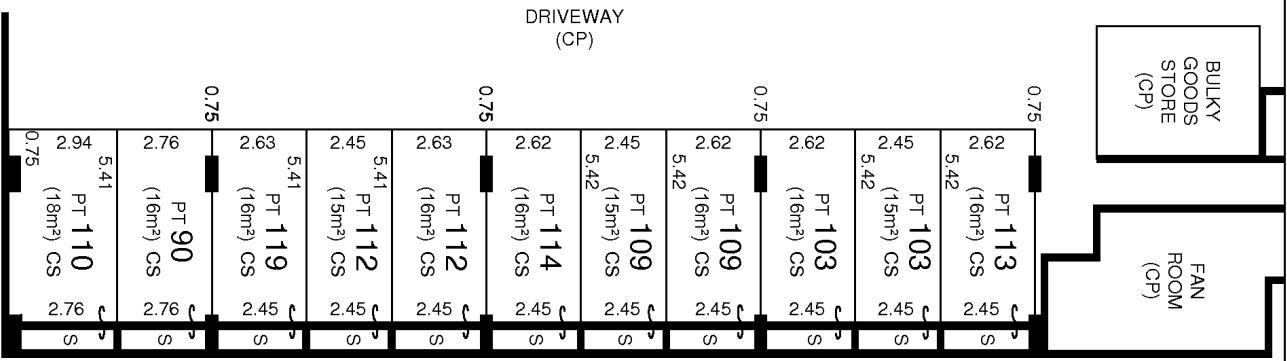
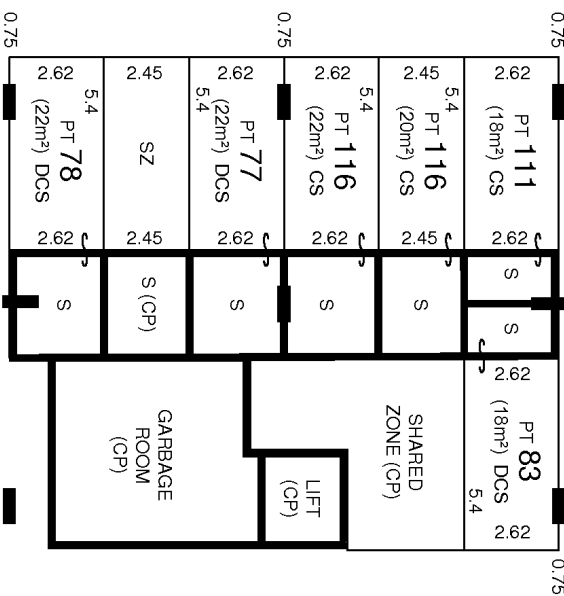
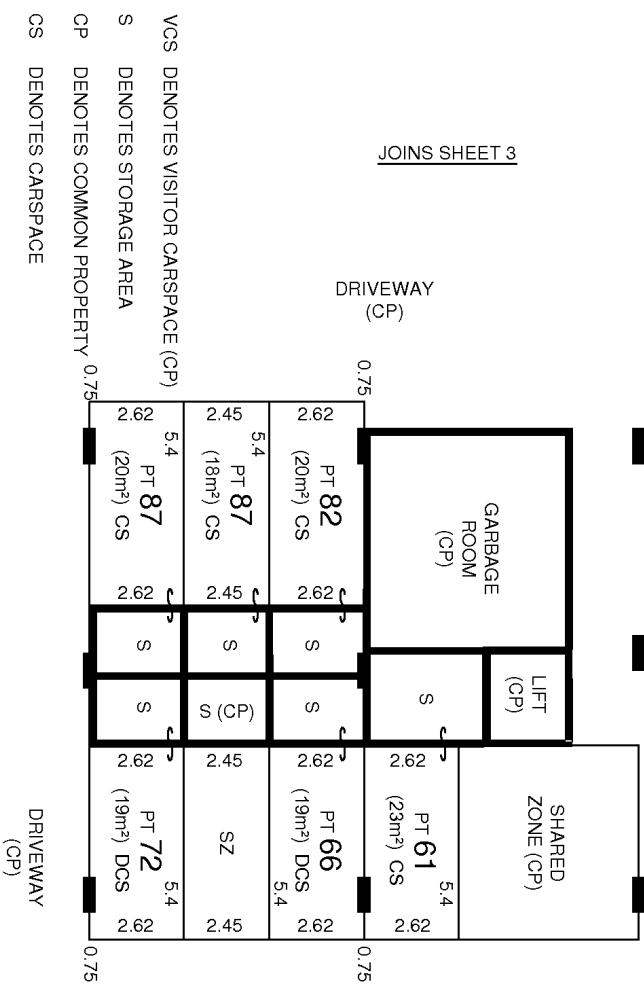


**SP95852**

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



JOINS SHEET 3



- VCS DENOTES VISITOR CARSPAGE (CP)
- S DENOTES STORAGE AREA
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPAGE
- DCS DENOTES DISABLED CARSPAGE
- SZ DENOTES SHARED ZONE (CP)

DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY  
 DENOTES DRIVEWAY (CP)  
 DENOTES LIFT (CP)  
 DENOTES SHARED ZONE (CP)



**BASEMENT 3**

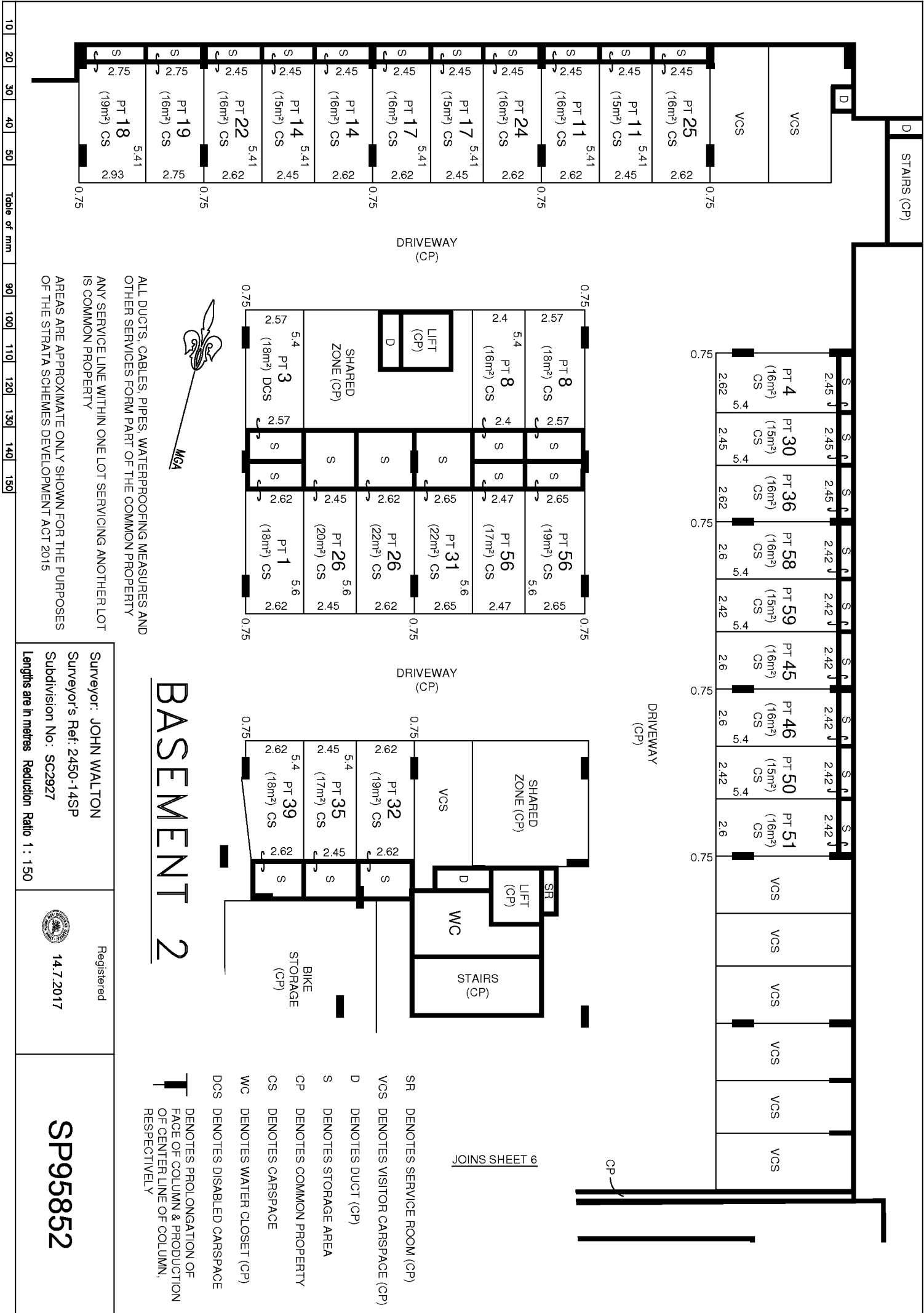
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Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 150



SP95852



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

# BASEMENT 2

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

JOINS SHEET 6

Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 150

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 14.7.2017

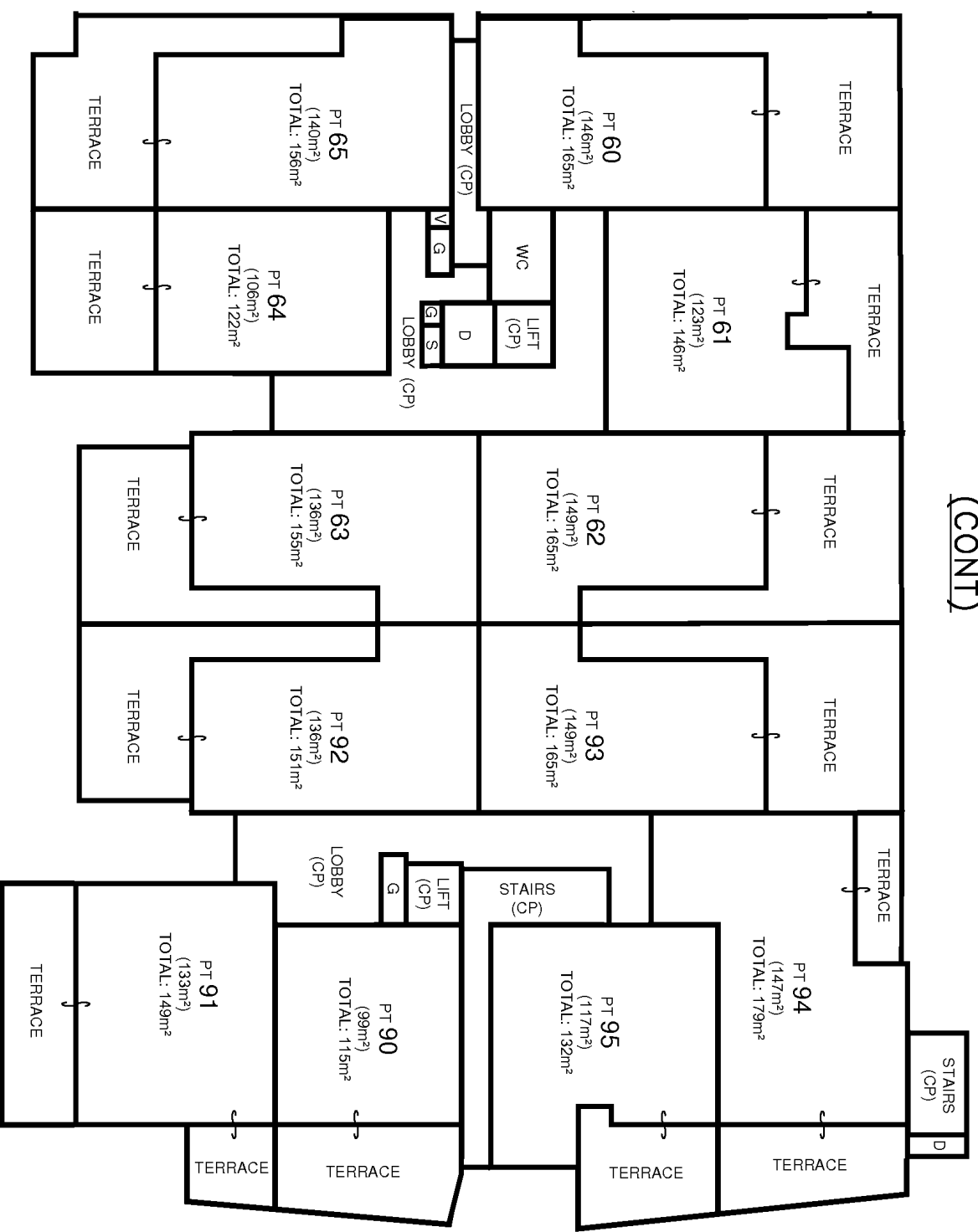
SP95852

- SR DENOTES SERVICE ROOM (CP)
- VCS DENOTES VISITOR CARSPACE (CP)
- D DENOTES DUCT (CP)
- S DENOTES STORAGE AREA
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- WC DENOTES WATER CLOSET (CP)
- DCS DENOTES DISABLED CARSPACE



MGA

## BASEMENT 2 (CONT)



JOINS SHEET 5

- D DENOTES DUCT (CP)
  - CP DENOTES COMMON PROPERTY
  - G DENOTES GARBAGE CHUTE AND RECYCLING (CP)
  - S DENOTES STORAGE AREA (CP)
  - WC DENOTES WATER CLOSET (CP)
  - V DENOTES VOID
- 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
- TERRACES ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION
- AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

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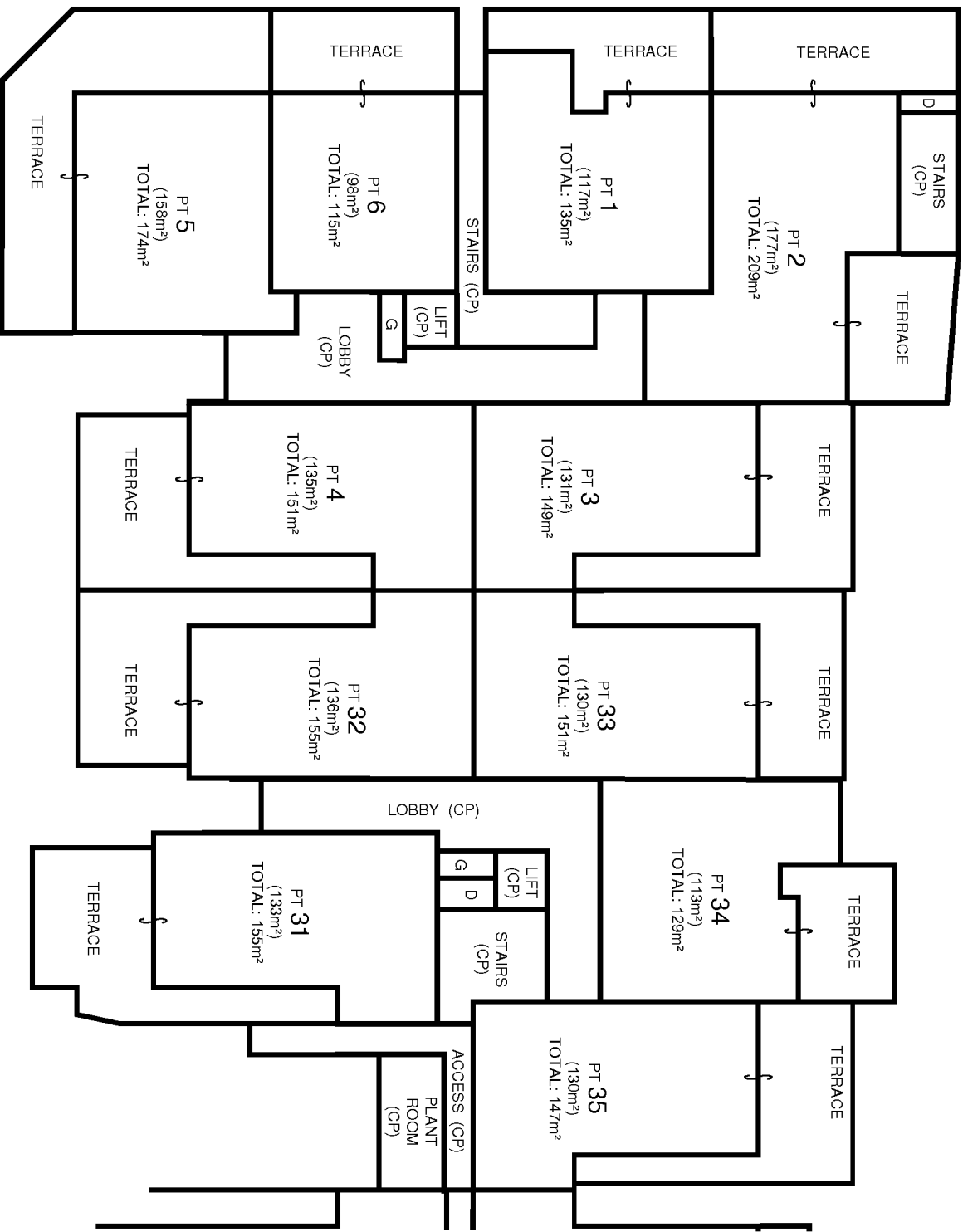
Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 200

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 14.7.2017

# SP95852



# BASEMENT 1




JOINS SHEET 8

D DENOTES DUCT (CP)  
 CP DENOTES COMMON PROPERTY  
 G DENOTES GARBAGE CHUTE AND RECYCLING (CP)  
 ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY  
 ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY  
 TERRACES ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION  
 AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

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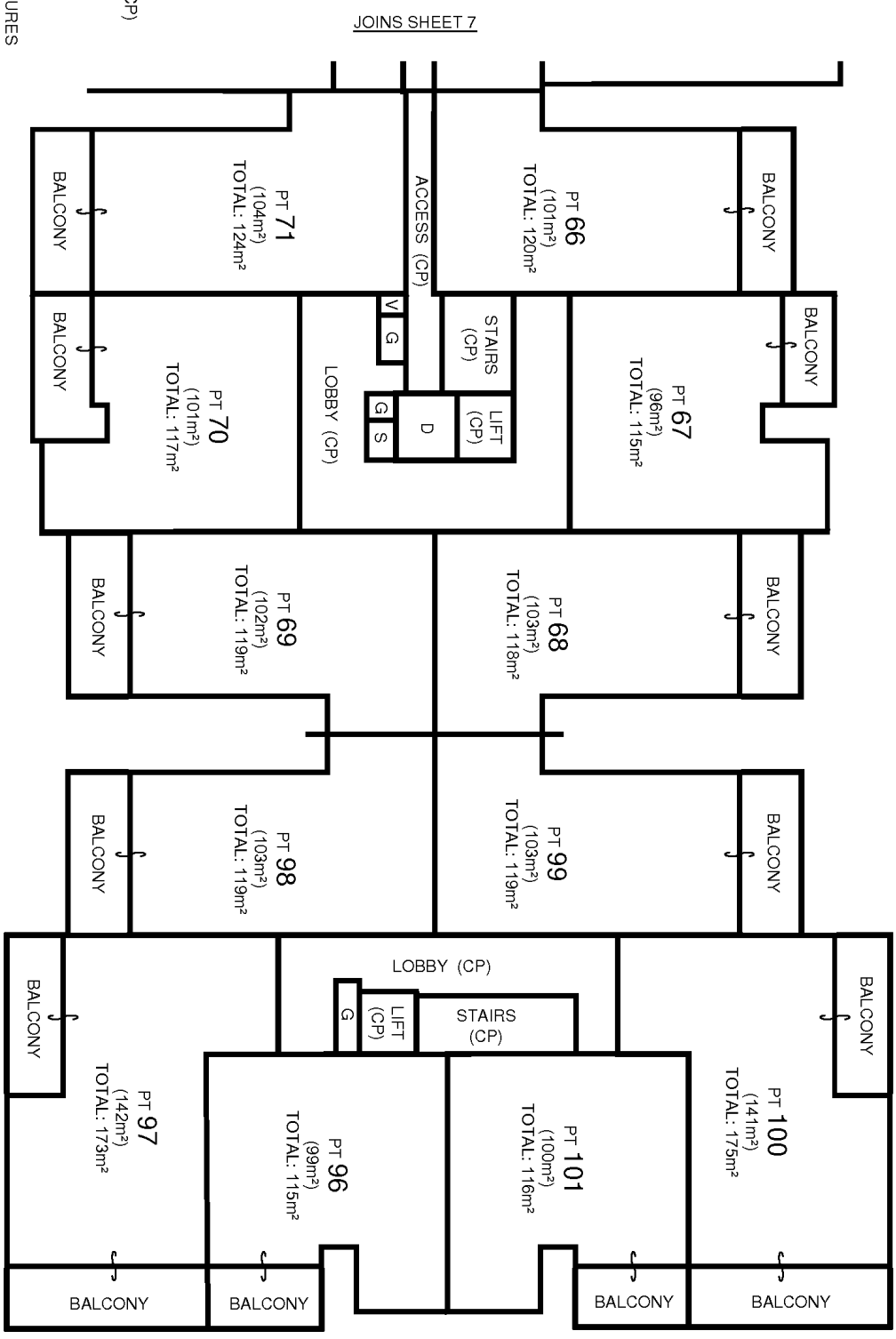
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 Surveyor's Ref: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 200

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 14.7.2017

# SP95852



# BASEMENT 1 (CONT)



- D DENOTES DUCT (CP)
  - CP DENOTES COMMON PROPERTY
  - G DENOTES GARBAGE CHUTE AND RECYCLING (CP)
  - S DENOTES STORAGE AREA (CP)
  - V DENOTES VOID
- 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

BALCONIES ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

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
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Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
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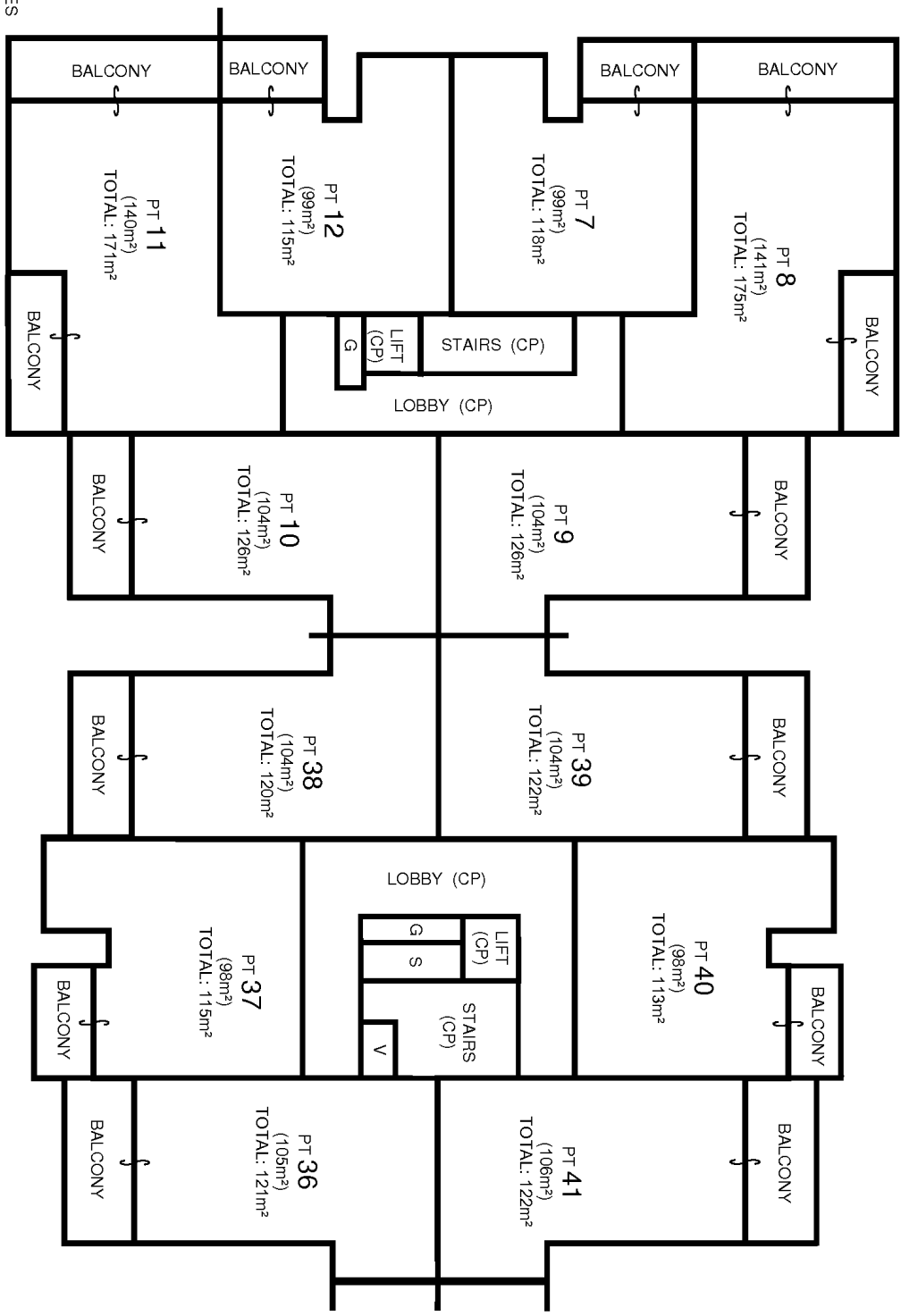
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 14.7.2017

# SP95852



MGA

**LEVEL 1**



JOINS SHEET 10

CP DENOTES COMMON PROPERTY  
 G DENOTES GARBAGE CHUTE AND RECYCLING (CP)  
 S DENOTES STORAGE AREA (CP)  
 V DENOTES VOID

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  
 BALCONIES ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION  
 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
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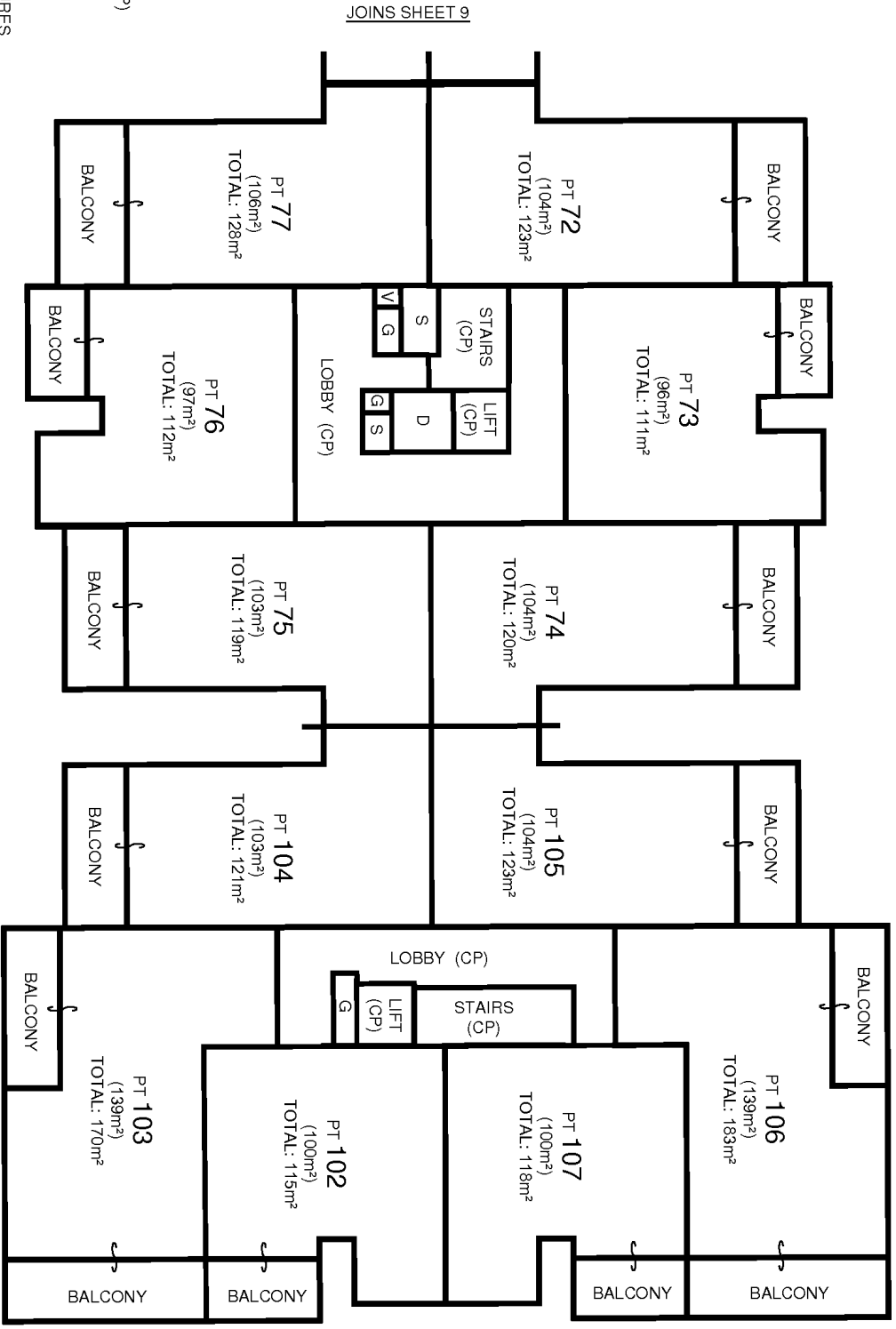
Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 200

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 14.7.2017

**SP95852**



**LEVEL 1**  
(CONT)



- D DENOTES DUCT (CP)
  - CP DENOTES COMMON PROPERTY
  - G DENOTES GARBAGE CHUTE AND RECYCLING (CP)
  - S DENOTES STORAGE AREA (CP)
  - V DENOTES VOID
- 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

BALCONIES ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

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
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Surveyor: JOHN WALTON  
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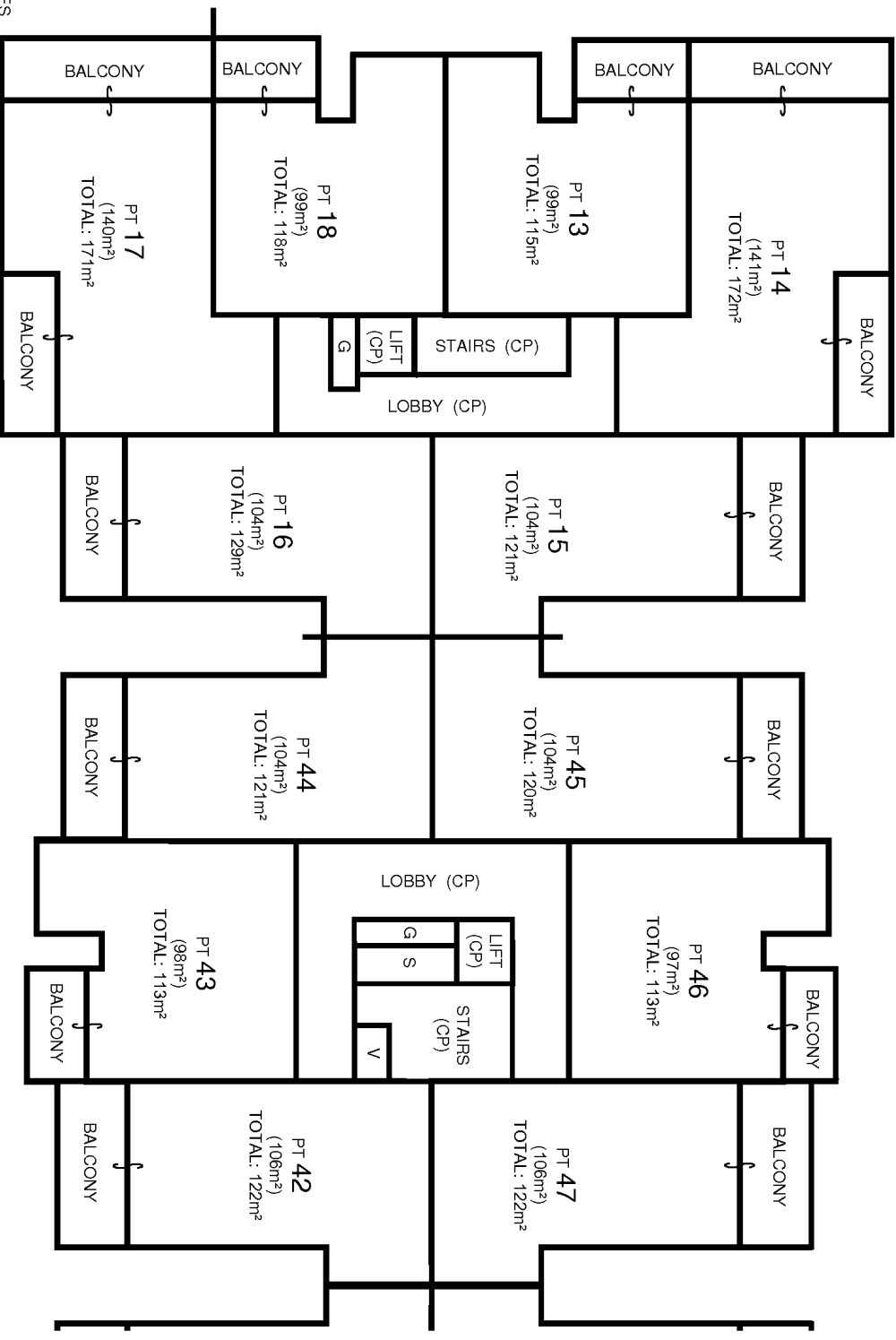
Registered  
 14.7.2017

**SP95852**



MGA

# LEVEL 2



JOINS SHEET 12

- CP DENOTES COMMON PROPERTY
  - G DENOTES GARBAGE CHUTE AND RECYCLING (CP)
  - S DENOTES STORAGE AREA (CP)
  - V DENOTES VOID
- 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

BALCONIES ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

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
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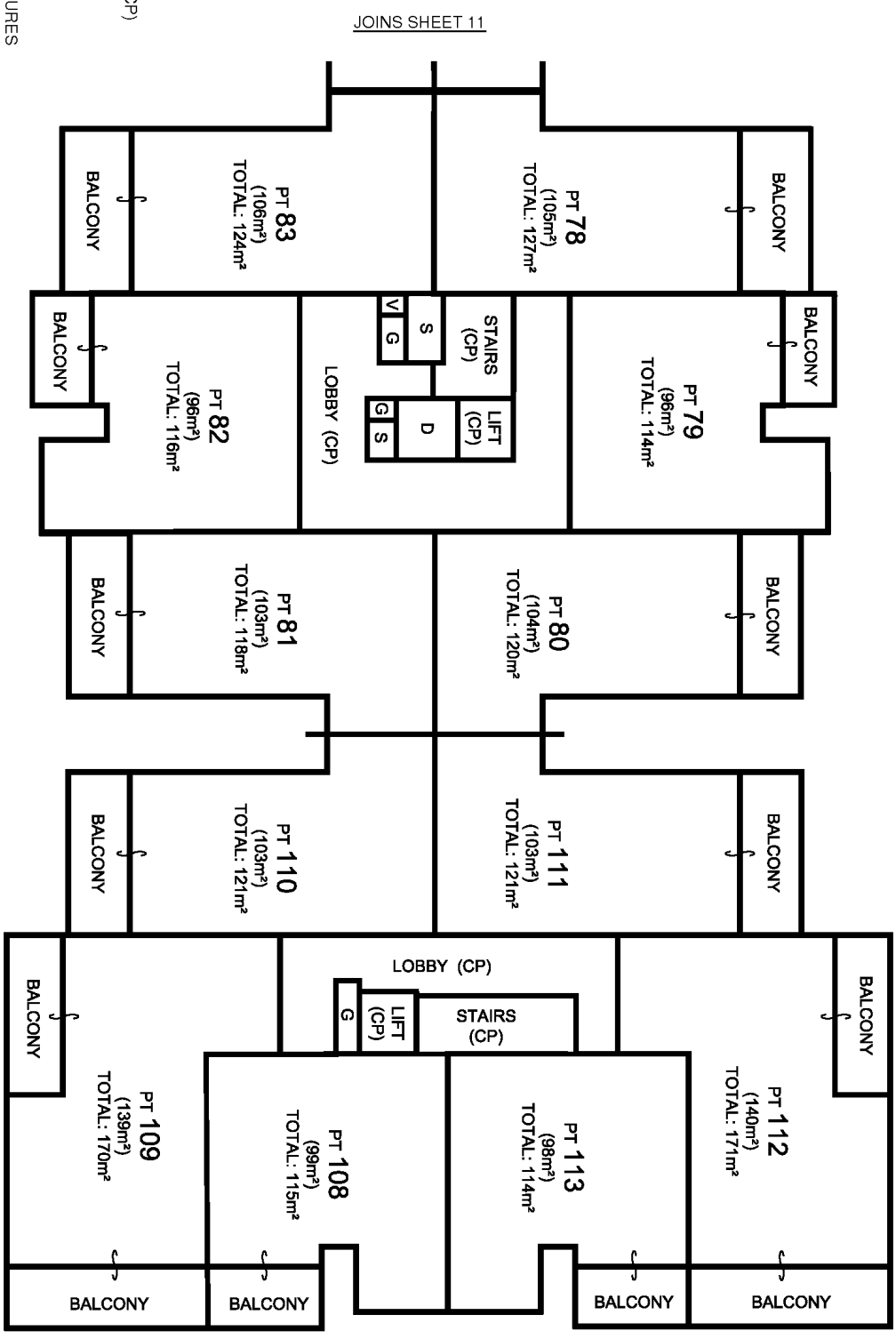
Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 200

Registered  
 14.7.2017

SP95852



## LEVEL 2 (CONT)



- D DENOTES DUCT (CP)
  - CP DENOTES COMMON PROPERTY
  - G DENOTES GARBAGE CHUTE AND RECYCLING (CP)
  - S DENOTES STORAGE AREA (CP)
  - V DENOTES VOID
- 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

BALCONIES ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS. EXCEPT WHERE COVERED WITHIN THIS LIMITATION

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
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Surveyor: JOHN WALTON  
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 Lengths are in metres Reduction Ratio 1 : 200

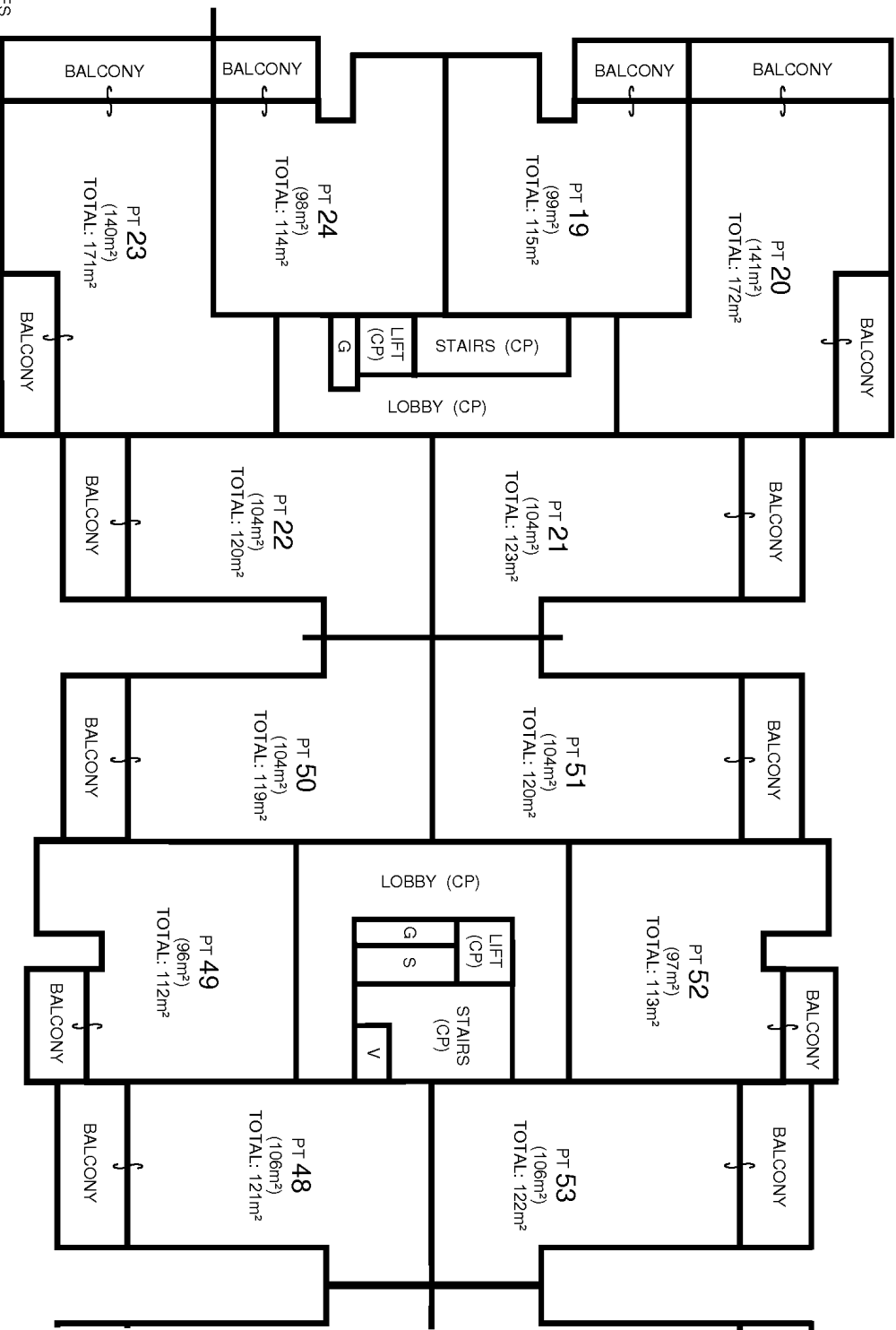


SP95852



MGA

# LEVEL 3



JOINS SHEET 14

- CP DENOTES COMMON PROPERTY
  - G DENOTES GARBAGE CHUTE AND RECYCLING (CP)
  - S DENOTES STORAGE AREA (CP)
  - V DENOTES VOID
- 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

BALCONIES ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

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

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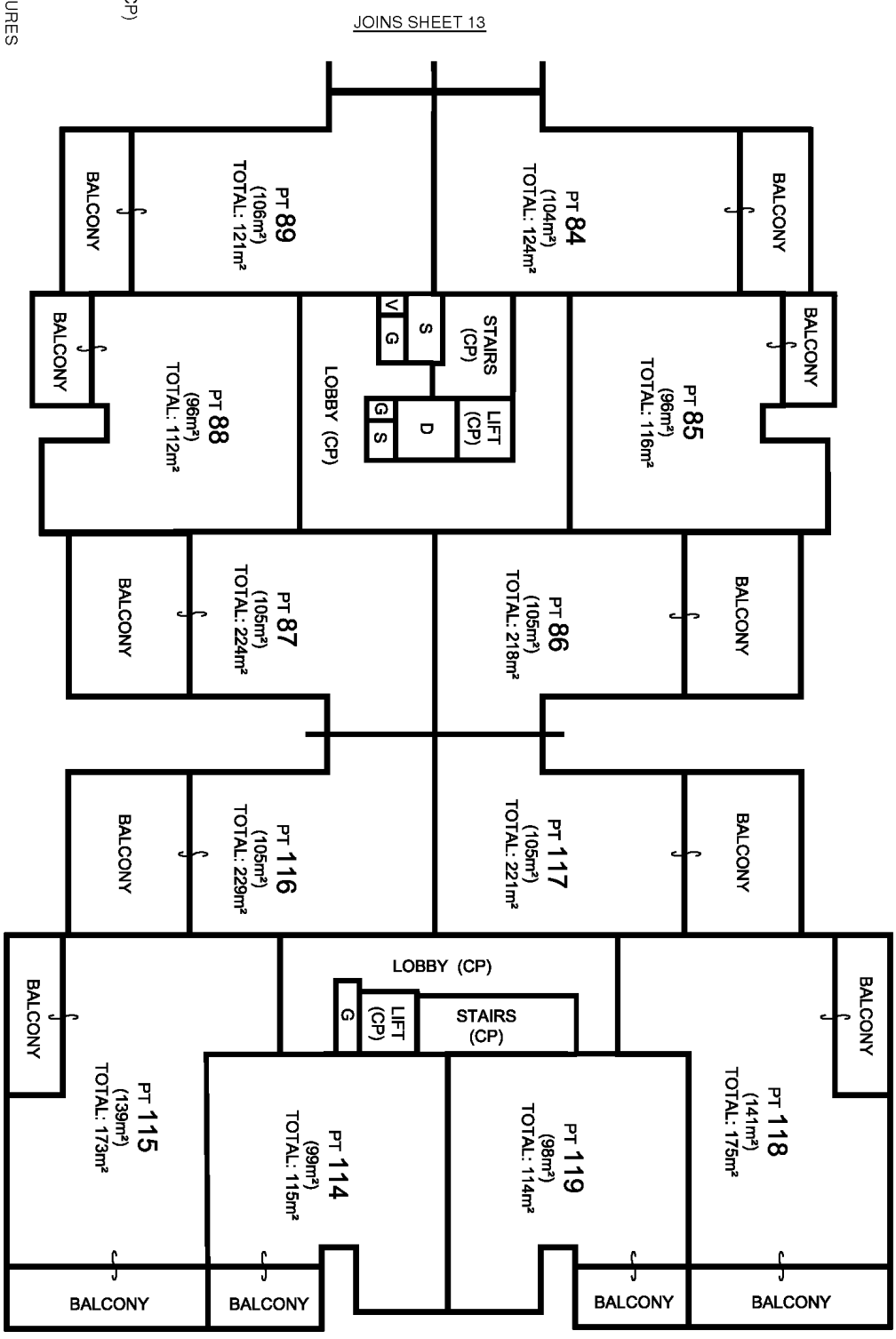
Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 200

Registered  
 14.7.2017

SP95852



# LEVEL 3 (CONT)



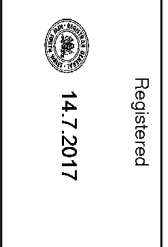
- D DENOTES DUCT (CP)
  - CP DENOTES COMMON PROPERTY
  - G DENOTES GARBAGE CHUTE AND RECYCLING (CP)
  - S DENOTES STORAGE AREA (CP)
  - V DENOTES VOID
- ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY
- ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

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
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Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 200

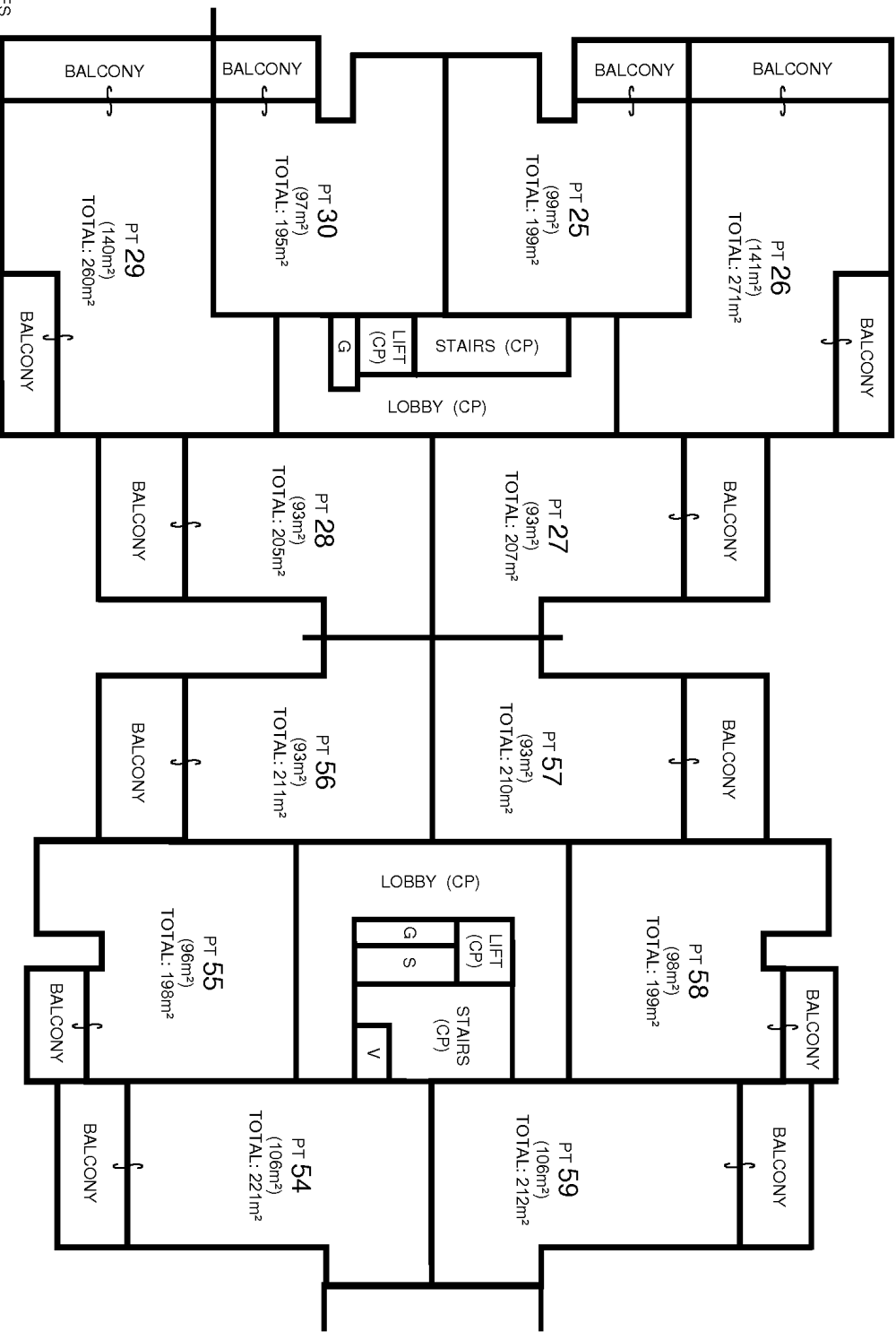


Registered  
14.7.2017

## SP95852



# LEVEL 4



JOINS SHEET 16

- CP DENOTES COMMON PROPERTY
  - G DENOTES GARBAGE CHUTE AND RECYCLING (CP)
  - S DENOTES STORAGE AREA (CP)
  - V DENOTES VOID
- 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

BALCONIES ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

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

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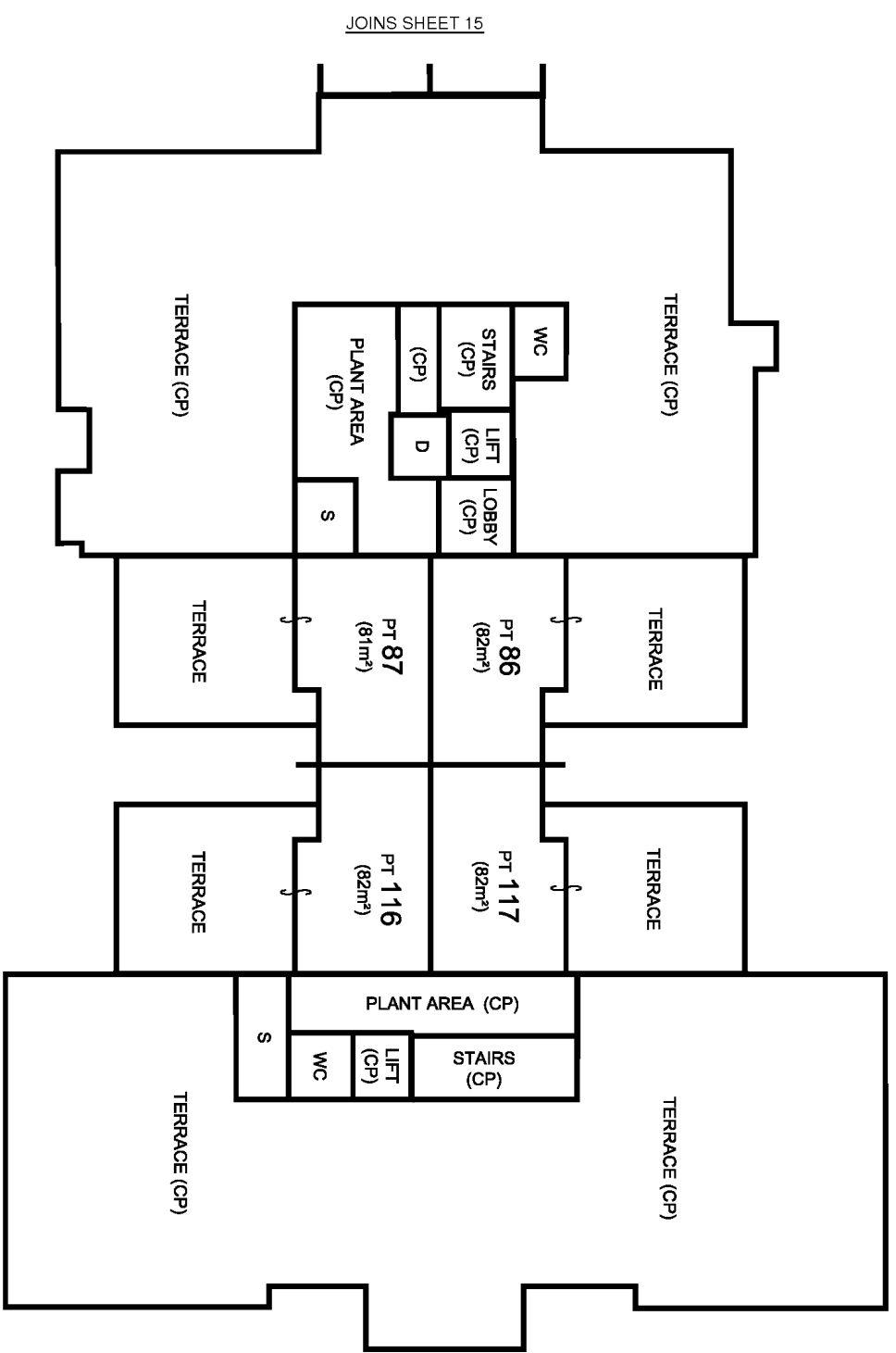
Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 200

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 14.7.2017

SP95852



## LEVEL 4 (CONT)



- D DENOTES DUCT (CP)
  - CP DENOTES COMMON PROPERTY
  - S DENOTES STORAGE AREA (CP)
  - WC DENOTES WATER CLOSET (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

TERRACES ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

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: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 200

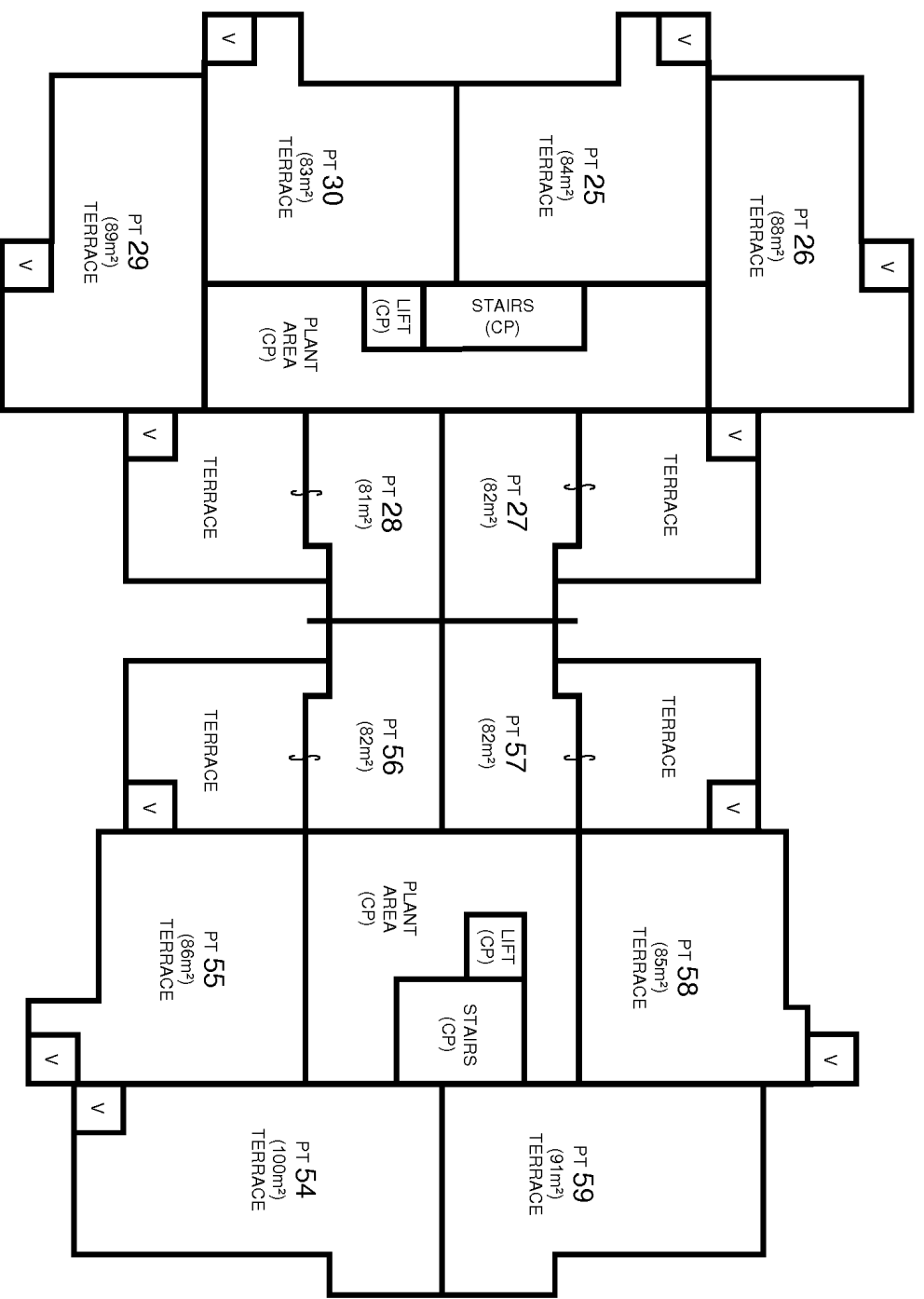
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# SP95852



MGA

## LEVEL 5




CP DENOTES COMMON PROPERTY  
 V DENOTES VOID  
 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

TERRACES ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION


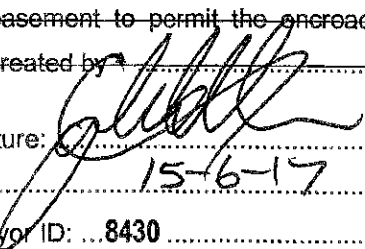
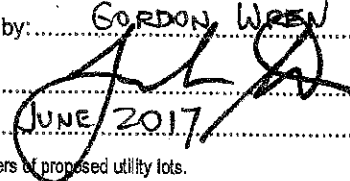
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

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Surveyor: JOHN WALTON  
 Surveyor's Ref: 2450-14SP  
 Subdivision No: SC2927  
 Lengths are in metres Reduction Ratio 1 : 200

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 14.7.2017

# SP95852

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only  Registered:  14.7.2017	SP95852	
PLAN OF SUBDIVISION OF:  <b>LOT 4 IN DP1230087</b>	LGA: THE HILLS SHIRE Locality: KELLYVILLE Parish: CASTLE HILL County: CUMBERLAND	
This is a <del>*FREEHOLD</del> /*LEASEHOLD Strata Scheme		
Address for Service of Documents  7-9 WINNING STREET, KELLYVILLE NSW 2155  Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:                  Keeping of animals: Option *A/*B                  Smoke penetration: Option *A/*B                  (see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.	
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> I..... <b>JOHN WALTON</b> ..... of ..... <b>DAW &amp; WALTON PTY LTD,</b> ..... ..... <b>PO Box 3222, REDFERN NSW 2016,</b> ..... ..... <b>survey@daw-walton.com.au</b> ..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) <del>land other than a public place and an appropriate easement to permit the encroachment has been created by</del> ..... Signature:  Date: 15-6-17 Surveyor ID: 8430 Surveyor's Reference: 2450-14SP ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> I..... <b>GORDON WREN</b> .....being an Accredited Certifier, accreditation number <b>SPR 0447</b> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . <del>*(a) This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with <del>section 63 Strata Schemes Development Act 2015.</del> Certificate Reference: SC 2927 Relevant Planning Approval No.: CDC 1099 issued by: <b>GORDON WREN</b> Signature:  Date: 20 <sup>th</sup> JUNE 2017 ^ Insert lot numbers of proposed utility lots.	

\* Strike through if inapplicable

SP FORM 3.07	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 3 sheet(s)
Office Use Only  Registered:  14.7.2017	<h1 style="margin: 0;">SP95852</h1>	

**VALUER'S CERTIFICATE**


I, PETER WILSHIRE 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 15 MAY 2017

**PROPOSED SCHEDULE OF UNIT ENTITLEMENT**

LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT
1	84	25	89	49	82	73	81	97	91
2	94	26	99	50	82	74	80	98	79
3	79	27	96	51	81	75	81	99	79
4	79	28	96	52	82	76	81	100	91
5	86	29	99	53	81	77	81	101	80
6	70	30	89	54	89	78	81	102	81
7	82	31	78	55	89	79	82	103	92
8	92	32	79	56	96	80	81	104	81
9	79	33	79	57	96	81	82	105	80
10	79	34	81	58	86	82	82	106	92
11	92	35	78	59	86	83	81	107	81
12	82	36	79	60	78	84	86	108	83
13	84	37	79	61	81	85	86	109	93
14	94	38	79	62	79	86	96	110	82
15	79	39	79	63	79	87	96	111	81
16	79	40	80	64	68	88	89	112	93
17	93	41	79	65	80	89	89	113	83
18	84	42	80	66	79	90	68	114	86
19	86	43	80	67	80	91	84	115	94
20	96	44	80	68	79	92	79	116	96
21	81	45	80	69	79	93	79	117	96
22	82	46	81	70	79	94	91	118	97
23	94	47	79	71	80	95	82	119	86
24	86	48	81	72	79	96	80		
								<b>AGGREGATE</b>	<b>10000</b>

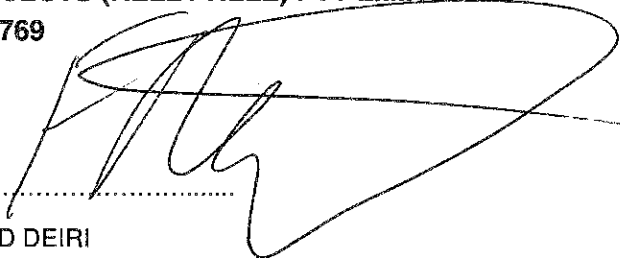
SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 3 sheet(s)
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<p style="text-align: right;">Office Use Only</p> <p>Registered:  14.7.2017</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em;"><b>SP95852</b></p>
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This sheet is for the provision of the following information as required:

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


**COMBINED PROJECTS (KELLYVILLE) PTY LIMITED**  
**ABN 41 169 928 769**

Signature: 


Name: FOUAD DEIRI


Office held: Sole Director and Secretary

Signed on behalf of  
**Commonwealth Bank  
of Australia,**  
**ABN 48 123 123 124**  
by its attorney under  
power of attorney  
Book: 4548  
No: 494

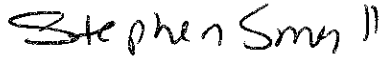
  
Signature of Attorney

the attorney states that he or she has no  
notice of termination or suspension of the  
power

  
Full name (Attorney)

  
Signature of Witness

the witness states that he or she is not a  
party and was present when the attorney  
signed

  
Full name (Witness)

L9, 201 Sussex St  
Sydney  
Address (Witness)



## CERTIFICATE ORDER SUMMARY


### Transaction Details

Date: 02/10/2024 15:41  
Order No. 85705794  
Certificate No: 126353488  
Your Reference: 2410008CH  
Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Strata Plan - Developer By-Laws 95852  
Available: Y  
Size (KB): 619  
Number of Pages: 24  
Scan Date and Time: 17/07/2017 22:06

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Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

ePlan

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 1 of 24 sheet(s)
Office Use Only Registered:  14.7.2017		Office Use Only <b>SP95852</b>

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

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## 1. Definitions and Interpretation

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### 1.1 Definitions

In these by-laws these terms (in any form) mean:

- (a) **Act** means the Strata Schemes Management Act 2015 (NSW);
- (b) **Air Conditioning Unit** means the air conditioning system servicing a Lot including internal air conditioning unit or units, any condensers, , pipes, condensate drains, wires, fans and any other associated components existing at the time of registration of this plan;
- (c) **Balcony** means that part of a Lot which is noted as "Balcony" on the Strata Plan;
- (d) **Building** means the building in which the Parcel is located;
- (e) **Building Management Committee** means the committee appointed under the Strata Management Statement;
- (f) **by-laws** means these by-laws;
- (g) **Car Space** means a part of a Lot or a separate lot which has been approved by the relevant consent authority for use as a car space;
- (h) **Caretaker** means any person or corporation appointed under by-law 7, whether appointed by the Original Owner or the Owners Corporation;
- (i) **Common Property** means so much of the Parcel as from time to time is not comprised in any Lot;
- (j) **Council** means the Hills Shire Council or its successor;
- (k) **Development Consent** means the notice of determination dated 30 July 2015 with reference no. 799/2015/JP issued by Council, as varied or amended;
- (l) **Excluded Dog** means an unregistered, restricted or dangerous dog under the Companion Animals Act 1998 (NSW);
- (m) **Fire Safety Device** means any structure or device contained within a Lot or Common Property that:
  - (i) monitors or signals the incidence of smoke, heat or fire within the Parcel;
  - (ii) provides lighting in the case of smoke, heat or fire within the Parcel;
  - (iii) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
  - (iv) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
  - (v) is required by Law for fire safety or that otherwise improves fire safety;
- (n) **Garbage Room** means the garbage rooms located on the Common Property;
- (o) **Government Agency** means any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;

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- (p) **Law** includes:
  - (i) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
  - (ii) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;
- (q) **Lot** means a lot in the Strata Plan;
- (r) **Other Lots** means lots 1, 2 and 3 in the Stratum Plan;
- (s) **Occupier** means any person in lawful occupation of a Lot or any part of a Lot;
- (t) **Original Owner** means Combined Projects (Kellyville) Pty Ltd ACN 169 928 769;
- (u) **Owner** means:
  - (i) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in that Lot; or
  - (ii) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 178 of the Act;
- (v) **Owners Corporation** means the owners corporation for the Strata Scheme;
- (w) **Parcel** means the land comprised in the Strata Scheme;
- (x) **Permitted Person** means a person on the Parcel with the express or implied consent of an Owner or Occupier;
- (y) **Representative** means a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee;
- (z) **Rules** means the rules made under these by-laws;
- (aa) **Screens** means any fly screens or other external screen or door which is attached to windows or doors;
- (bb) **Security Key** means any key, swipe card, magnetic or other device used to:
  - (i) open and close gates or locks; or
  - (ii) operate alarms, security systems or communications systems; or
  - (iii) operate any equipment or system if applicable;
- (cc) **Shared Facilities** has that meaning in the Strata Management Statement;
- (dd) **Storage Area** means that part of a Lot which is noted as "S" on the Strata Plan;
- (ee) **Strata Committee** means the strata committee of the Owners Corporation elected in accordance with the Act;
- (ff) **Strata Management Statement** the strata management statement registered with the Strata Plan;

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- (gg) **Strata Manager** is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;
- (hh) **Strata Plan** the strata plan registered with these by-laws;
- (ii) **Strata Scheme** the strata scheme constituted on registration of the Strata Plan;
- (jj) **Stratum Plan** means the stratum plan of subdivision of which lot 4 was subdivided in accordance with the Strata Plan;
- (kk) **Substitute Representative** means a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if the Representative cannot attend;
- (ll) **Terrace** means that part of a Lot which is shown as "Terrace" on the Strata Pan;
- (mm) **Visitor Car Parking Space** means that part of the Common Property noted as "VCS" on the Strata Plan.

1.2 Interpretation

- (a) A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- (b) In these by-laws unless the contrary intention appears a reference to:
  - (i) the singular includes the plural and vice versa;
  - (ii) any gender includes all other genders;
  - (iii) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
  - (iv) this instrument includes any variation or replacement of it.
- (c) If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- (d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- (e) The word "includes" in any form is not a word of limitation.
- (f) A reference to Law includes all Law amending, consolidating or replacing Law.

**2. Owners Corporation Consent**

---

- (a) A person must make an application for the consent of the Owners Corporation under these by-laws in writing.
- (b) Subject to an express provision in these by-laws the Owners Corporation must acting reasonably:
  - (i) give consent conditionally or unconditionally; or
  - (ii) withhold its consent.

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- (c) An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- (d) Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:
  - (i) the Owners Corporation at a general meeting; or
  - (ii) the Strata Committee of the Owners Corporation at a Strata Committee meeting.

2.2 The Owners Corporation must give any consent required under these by-laws in writing.

### **3. Laws and Instruments**

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#### 3.1 Application

These by-laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) Permitted Persons; and
- (e) mortgagees in possession of a Lot.

#### 3.2 Rules

- (a) The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- (b) The Rules must be consistent with these by-laws.
- (c) The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- (d) If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- (e) The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

#### 3.3 Compliance with these By Laws

Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

#### 3.4 Compliance with Laws

Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

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3.5 Covenants and Easements

Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

3.6 Levies

Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

3.7 Non-compliance

The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

- (a) the Owners Corporation may enforce a by-law by legal means;
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
- (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
  - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
  - (ii) pay the Owners Corporation for its costs of doing the work;
- (d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
- (e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

3.8 Applications

Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

**4. Strata Management Statement and Building Management Committee**

---

4.1 Strata Management Statement

- (a) The Strata Management Statement regulates the management and operational issues affecting the Building and Other Lots and includes provisions relating to:
  - (i) the use and operation of Shared Facilities; and
  - (ii) the apportionment of costs for Shared Facilities; and
  - (iii) insurance requirements.
- (b) Each Owner and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.
- (c) When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Building Management Committee.

4.2 Building Management Committee

- (a) The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Building.

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- (b) The Owners Corporation is a member of the Building Management Committee.

4.3 Appointing a Representative and Substitute Representative

The Strata Committee may:

- (a) appoint a Representative and Substitute Representative for the Owners Corporation from one or more of the Strata Committee; and
- (b) terminate the appointment of a Representative or Substitute Representative at any time.

4.4 Consents under Strata Management Statement

If a consent is required under the Strata Management Statement, that consent must be obtained in addition to any consents required under this by-law instrument.

4.5 Inconsistencies

If there is any inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

**5. Behaviour of Owners, Occupiers and Permitted Persons**

---

5.1 Noise and Vibration

An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier's right to peaceful enjoyment of a Lot or the Common Property.

5.2 Behaviour

An Owner or Occupier must not:

- (a) obstruct lawful use of Common Property; or
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

5.3 Children

An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

5.4 Permitted Persons

An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

5.5 Increasing Insurance

- (a) An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- (b) If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay

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to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.

- (c) Provided the Owner of the relevant Lot complies with by-law (b), it will not be in breach of by-law (a) with respect to any increase in premium arising out of the use of its Lot.

5.6 Damage to lawns and plants

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:
  - (i) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
  - (ii) use for his or her own purposes as a garden any portion of the Common Property.

5.7 Storage of inflammable liquids and other substances and materials

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**6. Common Property and Shared Facilities**

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6.1 Obligations of Owners and Occupiers

- (a) An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:
  - (i) leave anything on Common Property;
  - (ii) obstruct the use of Common Property;
  - (iii) use any part of Common Property for the Owner's or Occupier's own purposes;
  - (iv) erect any structure on Common Property;
  - (v) attach any item to Common Property;
  - (vi) do or permit anything to be done to Common Property which might cause damage; or
  - (vii) alter Common Property.
- (b) By-law 16 applies to the carrying out of building works or alterations and may apply to paragraph (iv), (v) or (vi) of by-law (a).
- (c) An Owner or Occupier must:
  - (i) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;

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- (ii) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
- (iii) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.
- (d) Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

### 6.2 Damage to Common Property

- (a) An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under clause 6.1(a) cannot authorise any additions to the common property.
- (c) If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:
  - (i) promptly notify the Owners Corporation of the damage caused; and
  - (ii) compensate the Owners Corporation accordingly.

### 6.3 Common Property and Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

### 6.4 Fire

The Owners Corporation must:

- (a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
- (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
- (c) provide a copy of the annual fire safety statement referred to in by-law 6.4(b) to Council.

The Owners Corporation do not have to comply with this by-law if the Building Management Committee have complied with this by-law.

## **7. Caretaker**

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- (a) In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with the Caretaker to provide management and operational services.
- (b) The duties of the Caretaker under an agreement between it and the Owners Corporation may include, without limitation:

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- (i) caretaking, supervising and servicing Common Property;
  - (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
  - (iii) arranging for the inspection and certification of plant and equipment as required by laws;
  - (iv) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
  - (v) supervising employees and contractors of the Owners Corporation;
  - (vi) coordinating and managing collection of garbage and recyclable materials; and
  - (vii) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.
- (c) The Owners Corporation must accept and comply with the terms of any caretaking agreement entered into by the Original Owner for the purposes of the Strata Scheme prior to the creation of the Strata Scheme, provided that any such caretaking agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.
- (d) Subject to by-law (c), the Owners Corporation may enter into a caretaking agreement with a Caretaker. Any such caretaking agreement must include provisions for:
- (i) the remuneration of the Caretaker for the term of the agreement; and
  - (ii) the duties of the Caretaker (being any of those listed in by-law (b)),
  - (iii) and otherwise be on terms and conditions reasonably determined by the Owners Corporation. The agreement may include a provision granting the Caretaker possession over part of the Common Property. The Owners Corporation is not obliged to appoint the same Caretaker appointed by the Original Owner (if any).
- (e) An Owner or Occupier or any Permitted Person must not:
- (i) interfere with or stop the Caretaker or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or
  - (ii) interfere with or stop the Caretaker or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

## **8. External Appearance**

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### 8.1 General

An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

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### 8.2 Window Coverings

To ensure the architectural integrity of the Building:

- (a) window coverings including louvres, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour; and
- (b) no vertical blinds may be installed on any window.

### 8.3 Hanging of Washing & Other Items

An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including from the Balcony or Terrace if they can be viewed from outside the Lot of that Owner or Occupier.

### 8.4 Screens

- (a) An Owner or Occupier must not install Screens to an entry door to a Lot.
- (b) An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

### 8.5 Signage

An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Strata Committee and if required, any Government Agency.

### 8.6 Floor Coverings

- (a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- (b) Except where an Owner or Occupier of a Lot is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law (c) has been furnished to the Owners Corporation.
- (c) An application for consent by an Owner under by-law (b) must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law (a).

### 8.7 Furniture

Where a floor finish other than carpet and underlay has been installed (whether by the Original Owner or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

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8.8 Exclusion

This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

**9. Storage Areas Visitor Parking and Parking on Common Property**

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9.1 Storage Areas

An Owner or Occupier must:

- (a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
- (b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
- (c) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
- (d) ensure that a Storage Area is kept clean and free of rubbish and vermin;
- (e) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
- (f) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.

9.2 Visitor Parking

- (a) An Owner or Occupier must not park a vehicle in a Visitor Car Parking Space.
- (b) An Owner or Occupier and the Owners Corporation must not:
  - (i) park in a Visitor Car Parking Space or permit a Visitor Car Parking Space to be used by any person other than visitors to Strata Scheme;
  - (ii) enter into any lease or licence, or permit the entry into any lease or licence, for a Visitor Car Parking Space with any person; and
  - (iii) impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Visitor Car Parking Space.
- (c) Visitors to the Strata Scheme must not park in the Visitor Car Parking Space for a continuous period of time exceeding 24 hours.

9.3 Parking on Common Property

Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

**10. Keeping of Animals**

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10.1 Permitted Animals

An Owner or Occupier may keep without the consent of the Owners Corporation:

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- (a) fish in an enclosed aquarium;
- (b) up to 2 small caged birds;
- (c) up to 2 domestic cats; or
- (d) no more than one small or medium size dog (other than an Excluded Dog) weighing to a maximum of 15 kilograms (other than an Excluded Dog);

10.2 Excluded Dog

An Owner or Occupier must not keep an Excluded Dog and the Owners Corporation will not give consent to the keeping of an Excluded Dog.

10.3 Consent

An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:

- (a) any other type of animal; or
- (b) more dogs or cats than that allowed under by-law 10.1(c) at the same time.

10.4 Rules

If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- (b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;
- (c) must, when on any other part of the Building, keep the animal appropriately tethered and under control; and
- (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
  - (i) any noise which is disturbing to an extent which is unreasonable;
  - (ii) for damage to or loss of property or injury to any person caused by the animal; and
- (e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel.
- (f) This by-law:
  - (i) applies to any Permitted Person; and
  - (ii) does not permit the keeping of an Excluded Dog; but
  - (iii) does not prevent the keeping of a dog used as a guide or hearing dog.

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## 10.5 Notice

- (a) Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.
- (b) A further breach under this by-law after notice has been served on an Owner or Occupier under by-law (a), will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

## **11. Cleaning**

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### 11.1 Cleaning and Maintenance of Lot

Each Owner and Occupier must keep their Lot:

- (a) clean and tidy;
- (b) free from rubbish; and
- (c) in good repair and condition.

### 11.2 Windows and Doors

An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass Balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:

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

### 11.3 Balconies, Terraces and Gardens

- (a) An Owner or Occupier must keep all internal gardens within a Lot, Balconies and Terraces clean, tidy and well maintained.
- (b) If there are planter boxes on or within a Balcony or Terrace, an Owner or Occupier must:
  - (i) properly maintain the soil in the planter boxes;
  - (ii) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
- (c) Balconies must not be:
  - (i) used for the storage of goods; or
  - (ii) enclosed in any way.

## **12. Moving Goods and Furniture**

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### 12.1 Notice

An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

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### 12.2 Owners Corporation may determine

The Owners Corporation may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

### 12.3 Determination

- (a) If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.
- (b) Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.
- (c) If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 6.2(c).

### 12.4 Caretaker

If the Owners Corporation appoints the Caretaker to assist it to perform its functions under this by-law, then an Owner or Occupier must:

- (a) make arrangements with the Caretaker to transport any furniture or large objects through or on Common Property; and
- (b) comply with the reasonable requirements of the Caretaker when transporting furniture or large objects through or on Common Property.

## **13. Garbage Disposal**

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### 13.1 General

An Owner or Occupier must:

- (a) only dispose of general waste by placing it in the general waste chute or other receptacle located in a Garbage Room on that Owner or Occupiers level of the Building;
- (b) not place any liquids, large items or recyclable waste including bottles, glass and boxes in the general waste chute;
- (c) only dispose of recyclable waste by placing it in the appropriate recyclable container located in the Garbage Room on that Owner or Occupiers level of the Building;
- (d) only use the Garbage Room located on that Owner or Occupiers level of the Building.

### 13.2 Council Collection

- (a) The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the garbage collection point nominated by Council.
- (b) The Owners Corporation must comply with Council requirements for garbage collection.
- (c) Other than in accordance with this by-law, garbage, trade waste or recyclable material must not be placed outside the Building at any time.

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### 13.3 Owner and Occupier obligations

An Owner or Occupier must ensure that:

- (a) garbage is drained and securely wrapped before being placed in the general waste chute;
- (b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines; and
- (c) bottles are drained and cleaned and not broken before placing them in a recyclable container designated for that purpose.

### 13.4 Cleaning up spills

- (a) An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- (b) If an Owner or Occupier does not comply with by-law 13.3, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

## **14. Provision of Amenities or Services**

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- (a) Subject to by-law (b), the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:
  - (i) window cleaning;
  - (ii) garbage disposal and recycling services;
  - (iii) electricity, water or gas supply;
  - (iv) telecommunication services;
  - (v) landscaping and gardening;
  - (vi) general cleaning; and
  - (vii) security services.
- (b) If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

## **15. Security Keys**

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### 15.1 Owners Corporation

- (a) The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- (b) The Owners Corporation must make Security Keys available to:
  - (i) Owners; and
  - (ii) persons authorised by the Owners Corporation.

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15.2 Fee

The Owners Corporation may charge a reasonable fee and/or deposit for an additional or replacement Security Key required by an Owner.

15.3 Occupiers

An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

15.4 Rules

A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) use reasonable endeavours to ensure the Security Key remains within that person's control;
- (d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

**16. Building Works & Alterations**

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16.1 Consents

- (a) Subject to this by-law 16, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot.
- (b) In addition to the consent of the Owners Corporation under by-law (a), an Owner or Occupier must obtain the consent of:
  - (i) the Council or any other Government Agency if required; and
  - (ii) the Building Management Committee if required.
- (c) Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.
- (d) Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- (e) Consent of the Owners Corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

16.2 Notice to Owners Corporation

- (a) Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days' notice before carrying out any building work

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or alterations. This applies whether or not consent of the Owners Corporation is required.

- (b) The notice under by-law (a) must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
  - (i) the estimated time period for the carrying out of the proposed alterations or building works;
  - (ii) the nature and extent of the proposed alterations or building works; and
  - (iii) whether any Common Property or another Lot will be affected.

### 16.3 Carrying out of building works or alterations

During the carrying out of any building works or alterations an Owner must:

- (a) ensure no damage is caused to services or pipes within the Building;
- (b) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
- (c) repair any damage caused to the Common Property as a result of the building works or alterations;
- (d) carry out the building works or alterations promptly; and
- (e) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

### 16.4 Audio or Audio Visual Equipment

- (a) An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.
- (b) The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

## **17. Owners Corporation may carry out work**

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### 17.1 Owners Corporation rights

- (a) The Owners Corporation may do anything on or in a Lot:
  - (i) which should have been done under these by-laws but has not been done or has not been done properly;
  - (ii) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
  - (iii) to gain access to Common Property for any reasonable purpose.
- (b) If by-law (a) applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
- (c) enter and remain on the Lot for as long as is necessary; and

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- (d) recover any costs associated with carrying out works under these by-laws from the Owner.

17.2 Notice

- (a) An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:
  - (i) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
  - (ii) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.
- (b) By-law (a) is in addition to the powers of the Owners Corporation under the Act.

**18. Air conditioning**

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18.1 Application

- (a) Owners and Occupiers acknowledge that the Air Conditioning Unit servicing that Owner or Occupier's Lot is part of the Owner's Lot and to the extent necessary have exclusive use and enjoyment of the Common Property to support that Air Conditioning Unit.
- (b) The Owners are responsible for the proper repair, maintenance and replacement of the Air Conditioning Unit referred to in by-law (a) and must ensure that the Air Conditioning Unit is kept in good order and repair.

18.2 Make Good and Indemnity

- (a) Damage to the Common Property adjacent to the Air Conditioning Unit referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- (b) An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.
- (c) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this by-law. The Owner of the Lot remains liable under these by-laws for all obligations under this by-law.

**19. Change in Use**

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19.1 Notice

- (a) An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).
- (b) If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

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19.2 Restrictions on the Use of Lots:

- (a) Lots may only be used as a single residential dwelling for occupation by Owners and Occupiers.
- (b) Owners and Occupiers must not use its Lot or permit its Lot to be used:
  - (i) except for a use permitted by a development consent granted by a relevant authority;
  - (ii) for any illegal use;
  - (iii) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
  - (iv) in any manner that interferes with the reasonable enjoyment of an Owner or Occupier of any other Lot; or
  - (v) for any industrial or commercial purpose, including backpackers accommodation, serviced apartments or a boarding house.
- (c) Owners and Occupiers are directed to by-law 22.

**20. Integrity of Fire Safety Systems**

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- (a) An Owner or Occupier must not:
  - (i) interfere with or damage any Fire Safety Device; or
  - (ii) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.
- (b) An Owner or Occupier must:
  - (i) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
  - (ii) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
  - (iii) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
  - (iv) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;
  - (v) reimburse the Owners Corporation for any costs or charges incurred by the Owners Corporation or Building Management Committee as a result of an Owner or Occupier activating a Fire Safety Device which results in the Owners Corporation or Building Management Committee incurring a cost or charge;
  - (vi) subject to receiving notice under by-law (d) give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.
- (c) Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

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- (d) The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 20(b)(vi).
- (e) If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 17.

## **21. Use of Balconies and Terraces**

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### 21.1 Furniture

- (a) An Owner, Occupier or Permitted Person must not, without the written consent of the Owners Corporation, use a Balcony or Terrace to store furniture, goods or any other item.
- (b) Outdoor furniture or other loose items kept on a Balcony or Terrace must:
  - (i) have an appearance in keeping with the appearance of the rest of the Building;
  - (ii) not cause damage or be dangerous or have potential to cause damage or injury;
  - (iii) be adequately secured to ensure that they do not cause damage to a person or property in windy conditions; and
  - (iv) not be placed near balustrades in a manner which may create a safety hazard.

### 21.2 Balustrades, handrail and grilles

- (a) Subject to (b), an Owner or Occupier must keep all Balconies, Terraces, balustrades (including glass balustrades if any), handrails and grilles within or servicing the Owner or Occupier's Lot clean, tidy and well maintained including so much as is Common Property unless:
  - (i) the Owners Corporation resolves that it will keep the balustrades, handrails and grilles clean; or
  - (ii) the balustrades, handrail and grilles cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- (b) Owners are responsible for the cost of keeping clean that part of the glass balustrades, handrail and grilles of the Lot that cannot be accessed by an Owner or Occupier safely or at all and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- (c) An Owner or Occupier must ensure that no damage is caused to a person or property when cleaning, tidying or maintaining any item referred to in by-law 21.2(a).
- (d) An Owner or Occupier must not tint or cover a glass balustrade or place any sign on the balustrade.

### 21.3 Rules

- (a) An Owner or Occupier must ensure animals do not soil on any Balcony or Terrace surface.
- (b) An Owner or Occupier must not:
  - (i) modify a balustrade of a Balcony or Terrace in any way; or

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- (ii) affix or install any item to a wall or ceiling of a Balcony or Terraces; or
- (iii) use the glass balustrade or hand rail for any purpose other than for what it was designed.
- (c) An Owner or Occupier must not place items on Balconies which may be capable of falling or being blown by wind off the Balcony or in a manner which might create a safety hazard.
- (d) An Owner or Occupier must not place any items on ledges, hand rails or balustrades of Balconies.

**22. Development Consent Conditions**

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Owners and Occupiers are required to comply with the provisions of the Development Consent to the extent that apply to a Lot or to Owners and Occupiers.

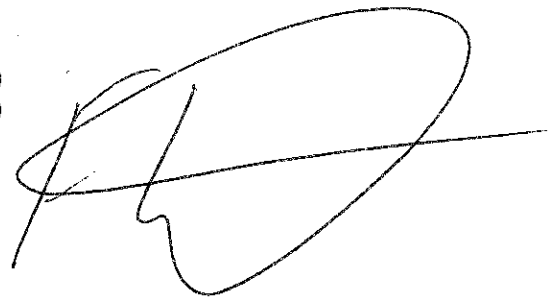
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### Execution


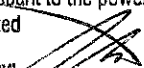
Executed by Combined Projects  
(Kellyville) Pty Ltd ACN 169 928 769  
in accordance with section 127 of the  
Corporations Act 2001 (Cth)



.....  
Sole Director/Secretary

**FOUAD DEIRI**

.....  
Name of Sole Director/Secretary (print)

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: Stephen Smith	Attorney's name: Stephen Nichol
Address of witness: L9201 Sussex St Sydney	Attorney's position: Executive Manager
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: 4548 No: 494

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

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

REGISTERED  14.7.2017



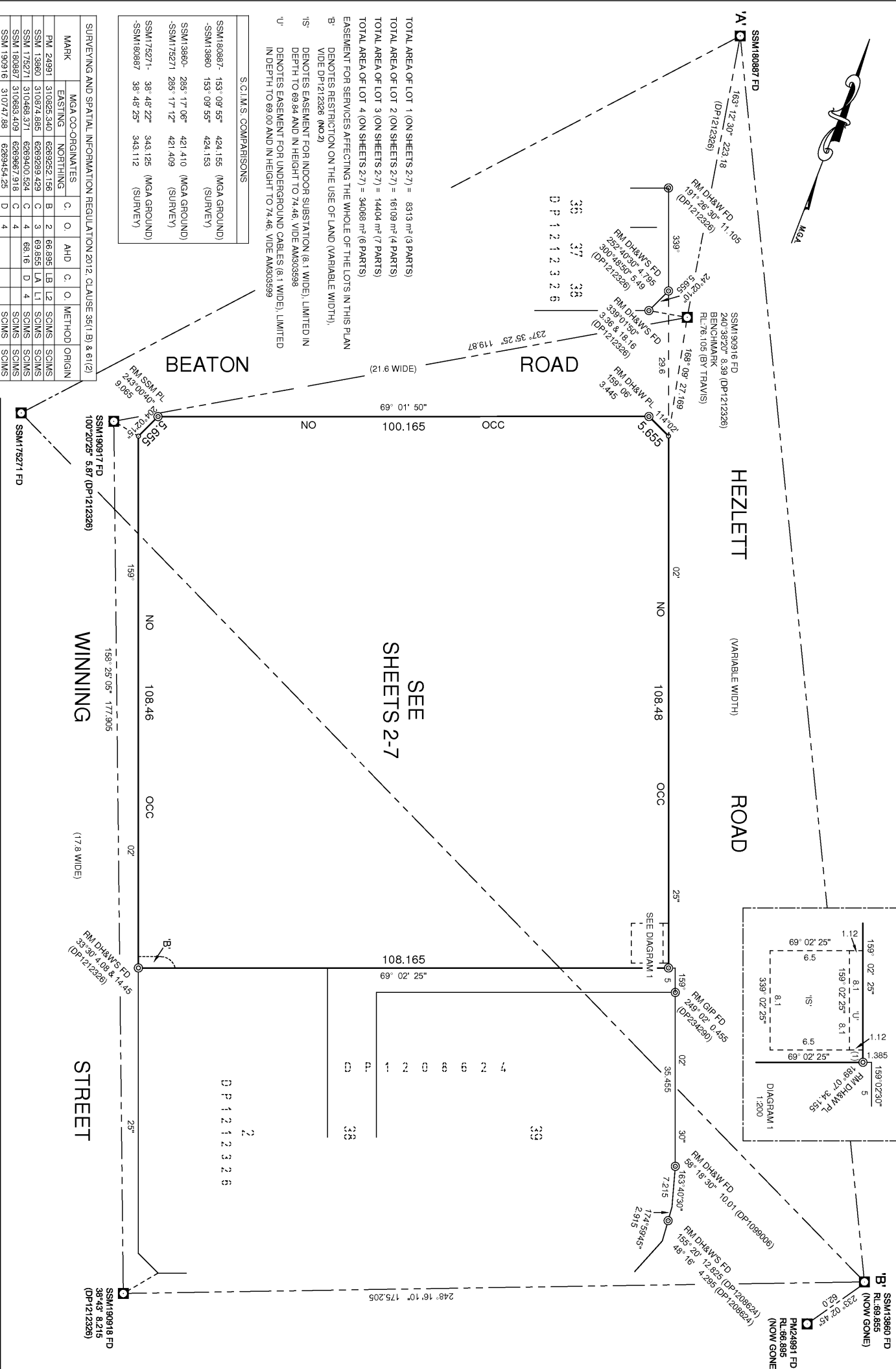
## CERTIFICATE ORDER SUMMARY

### Transaction Details

Date: 02/10/2024 15:41  
Order No. 85705794  
Certificate No: 126353490  
Your Reference: 2410008CH  
Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 1230087  
Available: Y  
Size (KB): 724  
Number of Pages: 12  
Scan Date and Time: 30/06/2017 22:02

© Office of the Registrar-General 2024

Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.



**S.S.M.'S COMPARISONS**

SSM180987-	153	09	55"	424.155	(MGA GROUND)
SSM13960	153	09	55"	424.153	(SURVEY)
SSM13960-	285	17	06"	421.410	(MGA GROUND)
SSM175271	285	17	12"	421.409	(SURVEY)
SSM175271-	38	48	22"	343.125	(MGA GROUND)
SSM180987	38	48	25"	343.112	(SURVEY)

**SURVEYING AND SPATIAL INFORMATION REGULATION 2012, CLAUSE 35(1 B) & 61(2)**

MARK	MGA CO-ORDINATES	C	O	AHD	C	O	METHOD	ORIGIN
EASTING	NORTHING							
PM 24991	310625.340	B	2	66.895	LB	L2	SCIMS	SCIMS
SSM 13960	310674.865	B	3	69.855	LA	L1	SCIMS	SCIMS
SSM 175271	310468.371	C	4	68.16	D	4	SCIMS	SCIMS
SSM 180987	310683.409	B	3	69.855	LA	L1	SCIMS	SCIMS
SSM 190916	310747.88	D	4	62.945	A5	25	SCIMS	SCIMS
SSM 190917	310646.69	D	4	62.945	A5	25	SCIMS	SCIMS
SSM 190918	310712.12	D	4	62.945	A5	25	SCIMS	SCIMS
SSM 190919	310712.12	D	4	62.945	A5	25	SCIMS	SCIMS

**SOURCE: MGA CO-ORDINATES ADOPTED FROM THE DEPARTMENT OF LANDS S.C.L.M.S. AS ON THE 24 MARCH 2017**

**COMBINED SCALE LEVEL AND SCALE FACTOR: 1:300027, ZONE: 56**

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

SURVEYOR: JOHN WALTON	PLAN OF: BUILDING STRATUM SUBDIVISION	LGA: THE HILLS SHIRE	REGISTERED: 29.06.2017
DATE OF SURVEY: 31 MAR 2017	OF LOT 1 IN DP1212326	LOCALITY: KELLYVILLE	
SURVEYOR'S REF: 2450-14DP		SUBDIVISION NO: 11431	
		Lenghts are in metres. Reduction Ratio: 1 : 500	

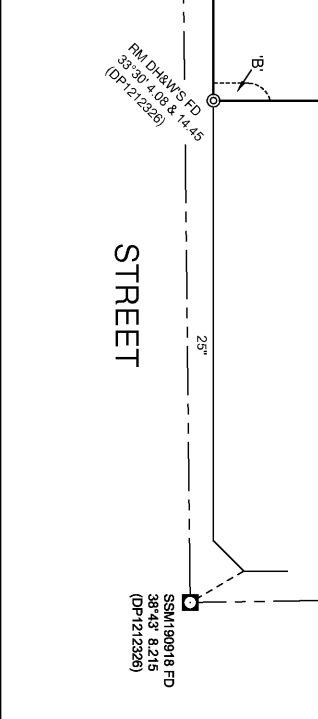
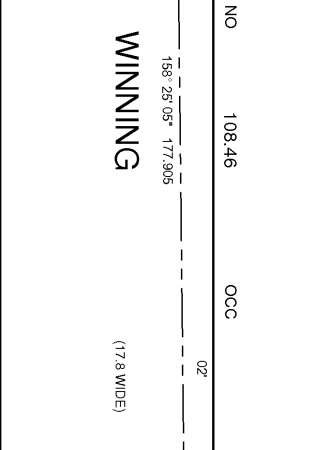
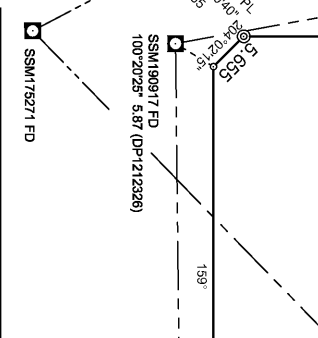
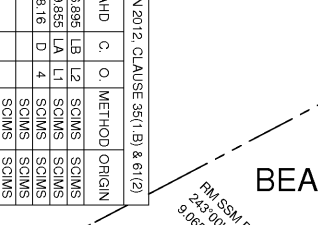
DP1230087
-----------

TOTAL AREA OF LOT 1 (ON SHEETS 2-7) = 8313 m<sup>2</sup> (3 PARTS)  
 TOTAL AREA OF LOT 2 (ON SHEETS 2-7) = 16109 m<sup>2</sup> (4 PARTS)  
 TOTAL AREA OF LOT 3 (ON SHEETS 2-7) = 14404 m<sup>2</sup> (4 PARTS)  
 TOTAL AREA OF LOT 4 (ON SHEETS 2-7) = 34068 m<sup>2</sup> (6 PARTS)

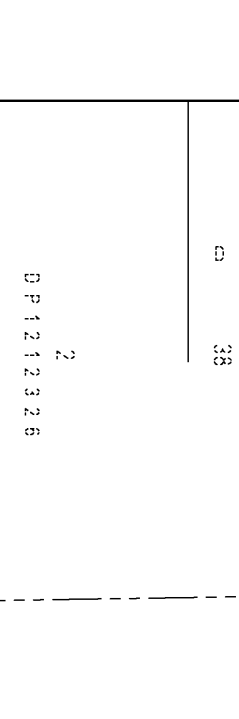
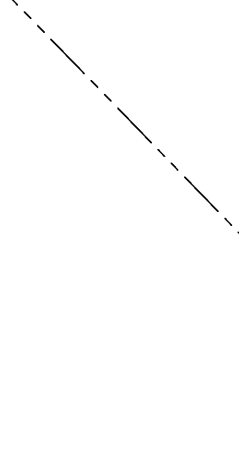
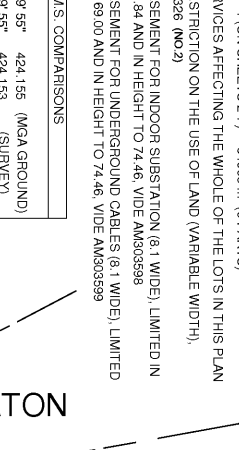
EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOTS IN THIS PLAN  
 DENOTES RESTRICTION ON THE USE OF LAND (VARIABLE WIDTH),  
 'B' WIDE DP1212326 (NO 2)

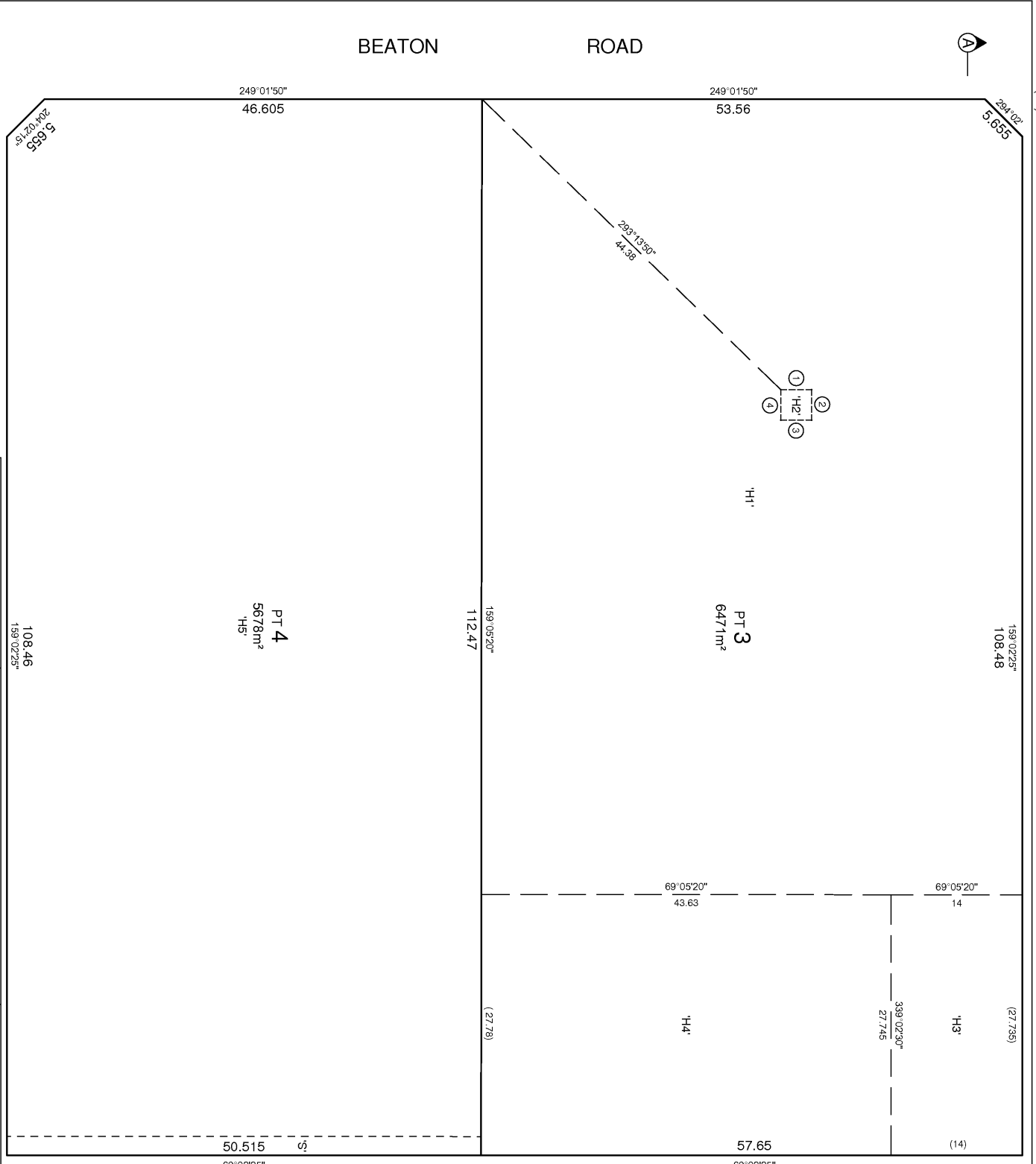
'IS' DENOTES EASEMENT FOR INDOOR SUBSTATION (8.1 WIDE), LIMITED IN  
 DEPTH TO 69.84 AND IN HEIGHT TO 74.46, WIDE AM9303598

'U' DENOTES EASEMENT FOR UNDERGROUND CABLES (6.1 WIDE), LIMITED  
 IN DEPTH TO 69.00 AND IN HEIGHT TO 74.46, WIDE AM9303599



SEE SHEETS 2-7

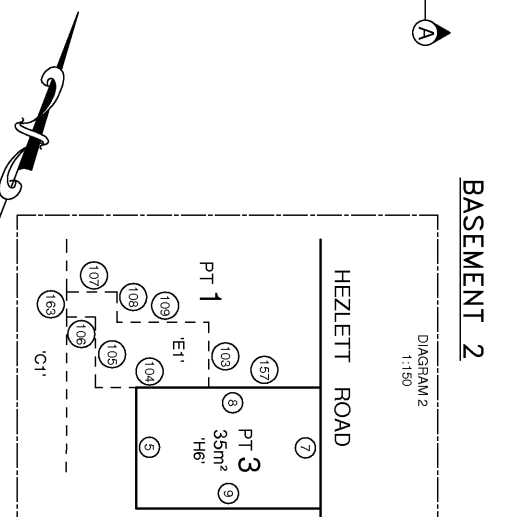
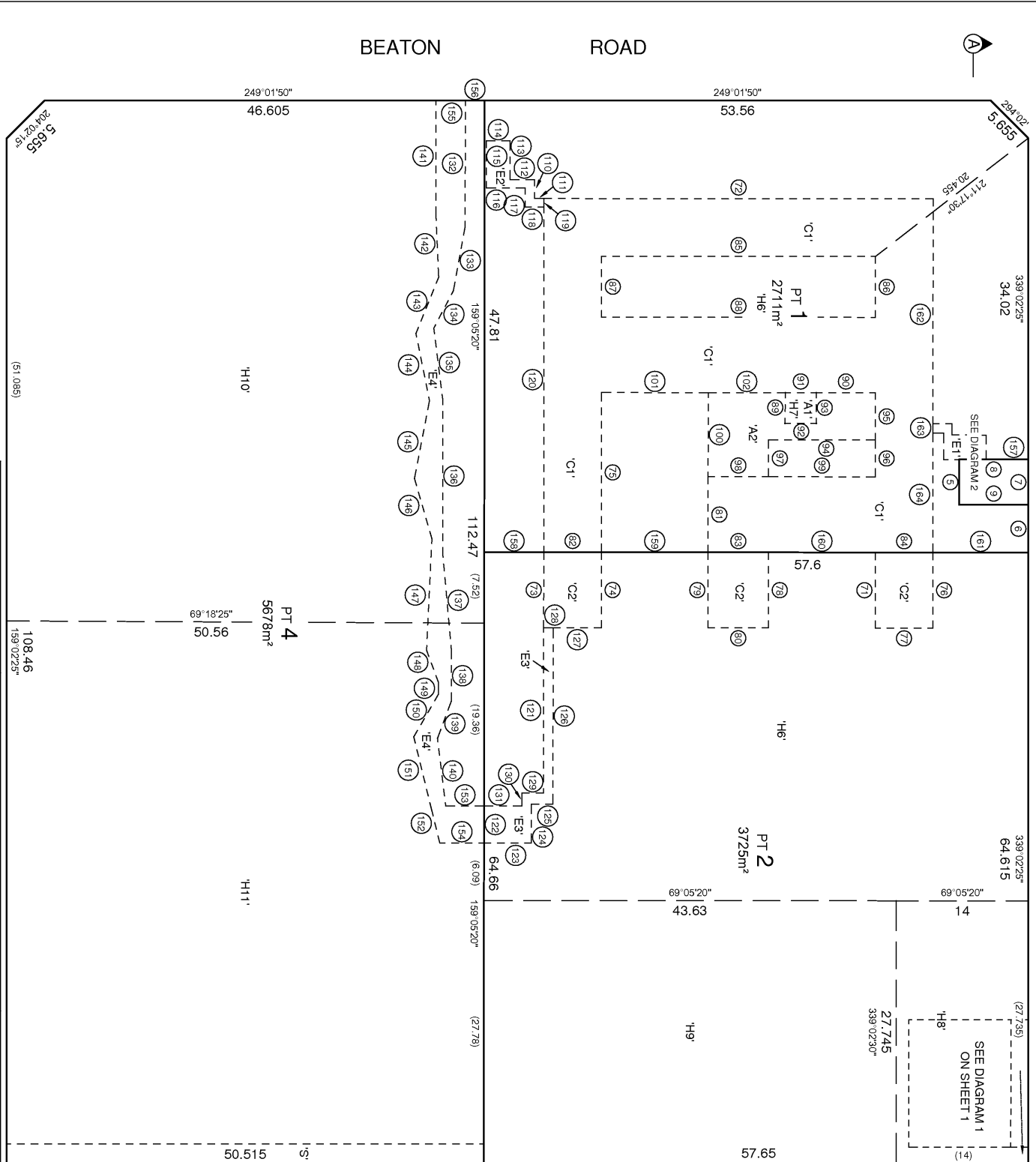




**BASEMENT 3 AND BELOW**

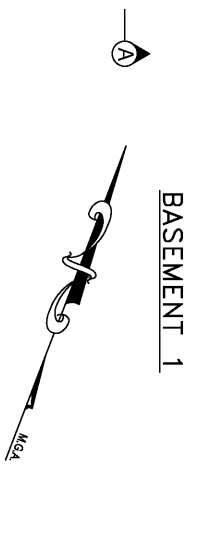
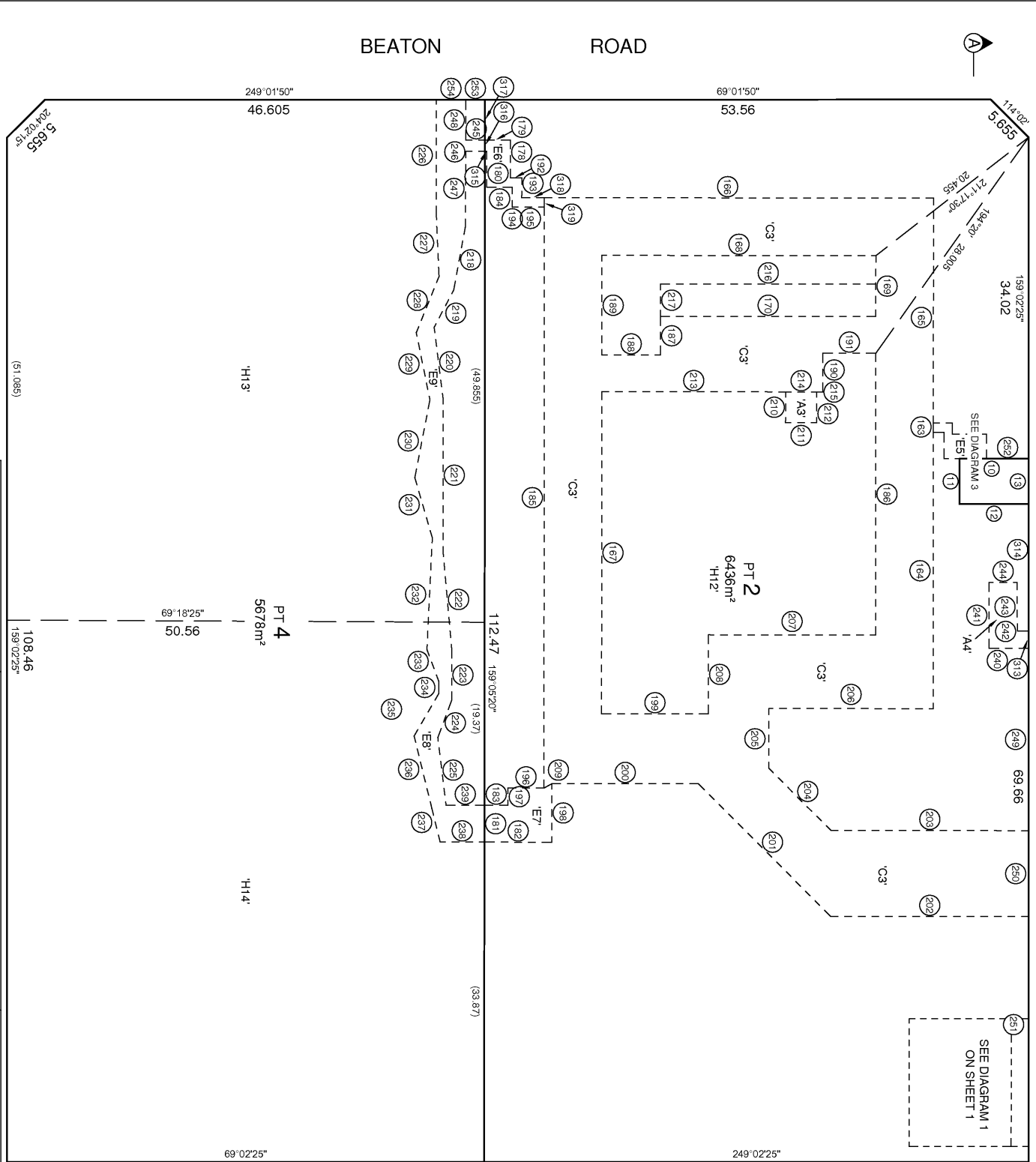
- S' DENOTES EASEMENT TO DRAIN WATER, 2 WIDE & LIMITED IN STRATUM
  - H1' DENOTES PART LOT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 67.70
  - H2' DENOTES PART LOT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 66.50
  - H3' DENOTES PART LOT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 69.00
  - H4' DENOTES PART LOT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 69.65
  - H5' DENOTES PART LOT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 67.45
- EASEMENTS SHOWN WITHIN BASEMENT 3 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT 3 UNLESS STATED OTHERWISE  
 SEE SHEET 9 FOR SHORT LINE TABLE

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
"LONG DASH" DENOTES HEIGHT LIMIT BOUNDARY														
SURVEYOR: JOHN WALTON					PLAN OF: BUILDING STRATUM SUBDIVISION					LGA: THE HILLS SHIRE				
DATE OF SURVEY: 31 MAR 2017					OF LOT 1 IN DP1212326					LOCALITY: KELLYVILLE				
SURVEYOR'S REF: 2450-14DP										SUBDIVISION No: 11431				
Lengths are in metres. Reduction Ratio 1 : 300														
REGISTERED:					29.06.2017					DP1230087				



- A1 DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.2)
  - A2 DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.3)
  - C1 DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM (NO.11)
  - C2 DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM (NO.12)
  - E1 DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.14)
  - E2 DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.15)
  - E3 DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.16)
  - E4 DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.17)
  - S DENOTES EASEMENT TO DRAIN WATER, 2 WIDE & LIMITED IN STRATUM
  - H6 DENOTES PART LOT LIMITED IN DEPTH TO RL.67.70 AND LIMITED IN HEIGHT TO RL.71.20
  - H7 DENOTES PART LOT LIMITED IN DEPTH TO RL.66.50 AND LIMITED IN HEIGHT TO RL.71.20
  - H8 DENOTES PART LOT LIMITED IN DEPTH TO RL.69.00 AND LIMITED IN HEIGHT TO RL.71.20
  - H9 DENOTES PART LOT LIMITED IN DEPTH TO RL.69.65 AND LIMITED IN HEIGHT TO RL.71.20
  - H10 DENOTES PART LOT LIMITED IN DEPTH TO RL.67.45 AND LIMITED IN HEIGHT TO RL.70.87
  - H11 DENOTES PART LOT LIMITED IN DEPTH TO RL.67.45 AND LIMITED IN HEIGHT TO RL.72.22
- EASEMENTS SHOWN WITHIN BASEMENT 2 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT 2 UNLESS STATED OTHERWISE  
 SEE SHEET 9 FOR SHORT LINE TABLE

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
SHORT DASH DENOTES EASEMENT BOUNDARY LONG DASH DENOTES HEIGHT LIMIT BOUNDARY														
SURVEYOR: JOHN WALTON DATE OF SURVEY: 31 MAR 2017 SURVEYOR'S REF: 2450-14DP														
PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1212326														
LGA: THE HILLS SHIRE LOCALITY: KELLYVILLE SUBDIVISION NO: 11431 Lengths are in metres. Reduction Ratio 1 : 300														
REGISTERED: 29.06.2017 DP1230087														



**BASEMENT 1**

DIAGRAM 3  
1:1.50

HEZLETT ROAD

PT 2  
PT 3  
PT 4

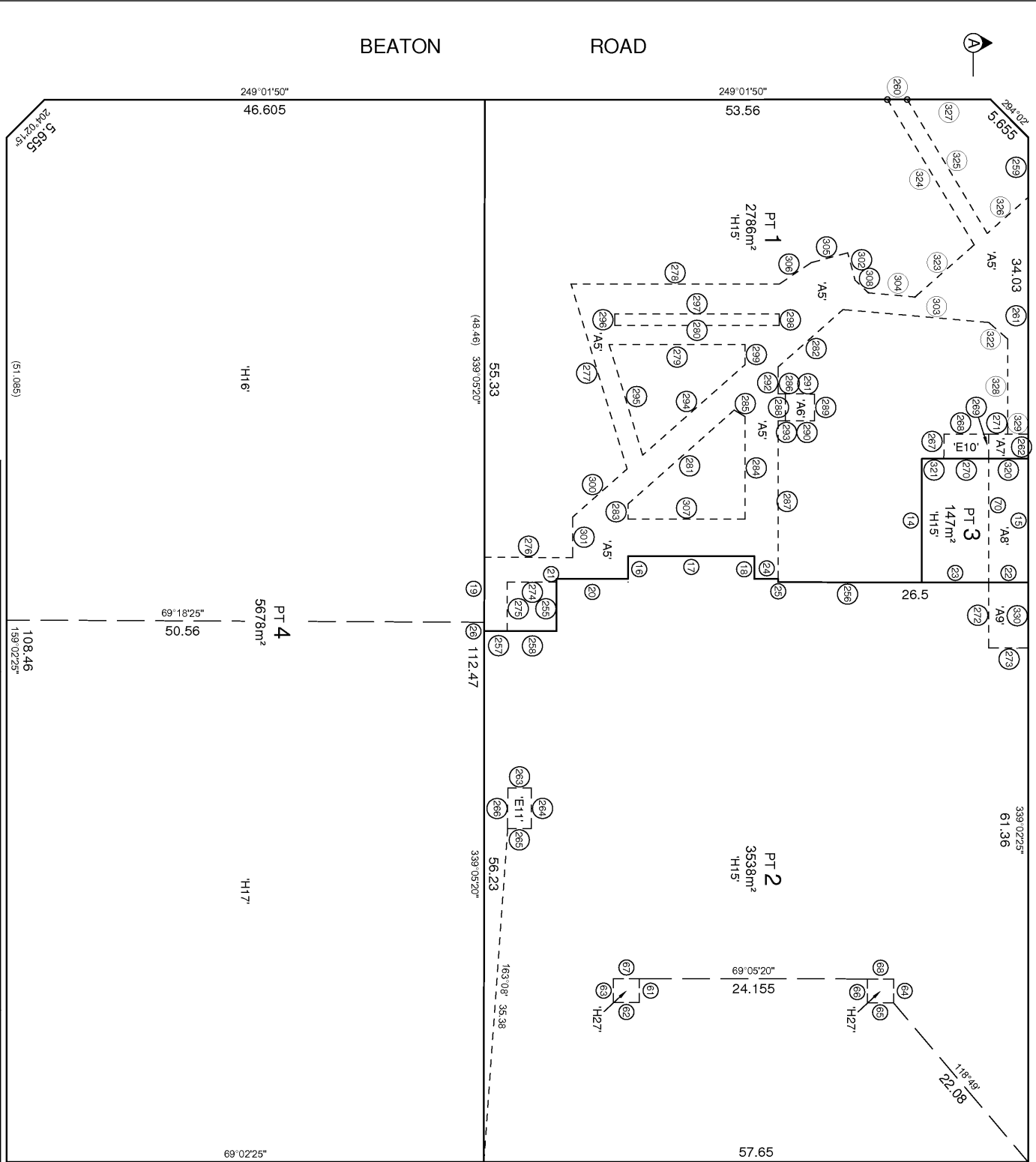
E5  
E9  
H12

A3  
A4  
C3  
E3  
E7  
E8  
E9  
H12  
H13  
H14

7A3 DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.4)  
 7A4 DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.5)  
 C3 DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM (NO.13)  
 E5 DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.18)  
 E6 DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.19)  
 E7 DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.20)  
 E8 DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.21)  
 E9 DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.22)  
 H12 DENOTES PART LOT LIMITED IN DEPTH TO RL. 71.20 AND LIMITED IN HEIGHT TO RL. 74.90  
 H13 DENOTES PART LOT LIMITED IN DEPTH TO RL. 70.87 AND LIMITED IN HEIGHT TO RL. 74.35  
 H14 DENOTES PART LOT LIMITED IN DEPTH TO RL. 72.22 AND LIMITED IN HEIGHT TO RL. 75.42

EASEMENTS SHOWN WITHIN BASEMENT 1 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT 1 UNLESS STATED OTHERWISE  
 SEE SHEET 9 FOR SHORT LINE TABLE

10	20	30	40	50	Table of mm	60	70	80	90	100	110	120	130	140	150
SHORT DASH - DENOTES EASEMENT BOUNDARY LONG DASH - DENOTES HEIGHT LIMIT BOUNDARY															
SURVEYOR: JOHN WALTON DATE OF SURVEY: 31 MAR 2017 SURVEYOR'S REF: 2450-14DP															
PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1212326															
LGA: THE HILLS SHIRE LOCALITY: KELLYVILLE SUBDIVISION NO: 11431 Lengths are in metres. Reduction Ratio 1 : 300															
REGISTERED: 29.06.2017 DP1230087															



**LEVEL 1**

SEE SHEET 9 FOR SHORT LINE TABLE

EASEMENTS SHOWN WITHIN LEVEL 1 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF LEVEL 1 UNLESS STATED OTHERWISE

H27 DENOTES PART LOT LIMITED IN DEPTH TO RL 74.90 AND LIMITED IN HEIGHT TO RL 76.20

H17 DENOTES PART LOT LIMITED IN DEPTH TO RL 75.42 AND LIMITED IN HEIGHT TO RL 76.82

H16 DENOTES PART LOT LIMITED IN DEPTH TO RL 74.35 AND LIMITED IN HEIGHT TO RL 77.75

H15 DENOTES PART LOT LIMITED IN DEPTH TO RL 74.90 AND LIMITED IN HEIGHT TO RL 77.40

E11 DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.29)

E10 DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.29)

A9 DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.10)

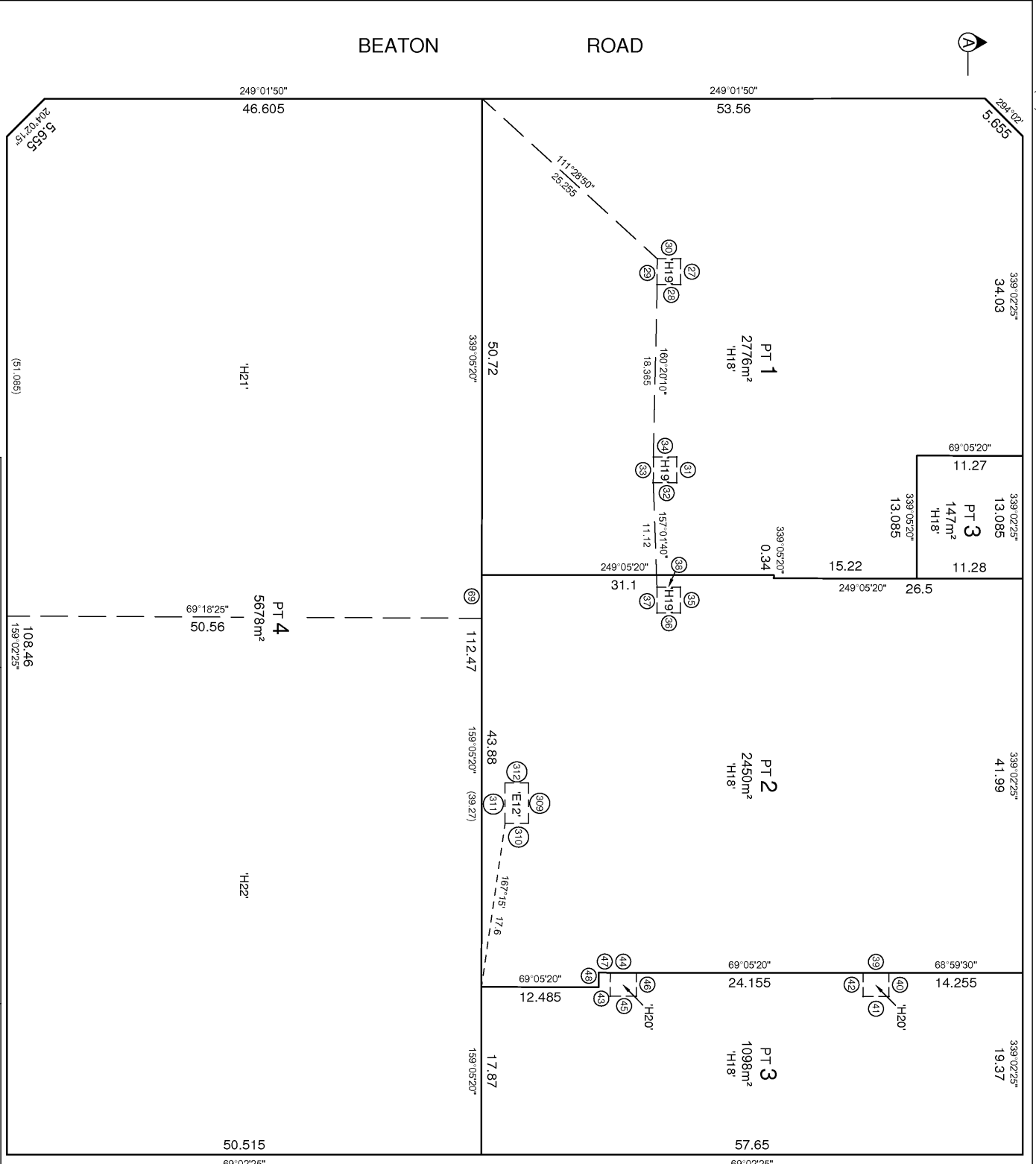
A8 DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.9)

A7 DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.8)

A6 DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.7)

A5 DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.6)

10	20	30	40	50	Table of mm	60	70	80	90	100	110	120	130	140	150
SHORT DASH - DENOTES EASEMENT BOUNDARY LONG DASH - DENOTES HEIGHT LIMIT BOUNDARY															
SURVEYOR: JOHN WALTON DATE OF SURVEY: 31 MAR 2017 SURVEYOR'S REF: 2450-14DP			PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1212926			LGA: THE HILLS SHIRE LOCALITY: KELLYVILLE SUBDIVISION NO: 11431 Lengths are in metres. Reduction Ratio 1 : 300			REGISTERED: 29.06.2017			DP1230087			

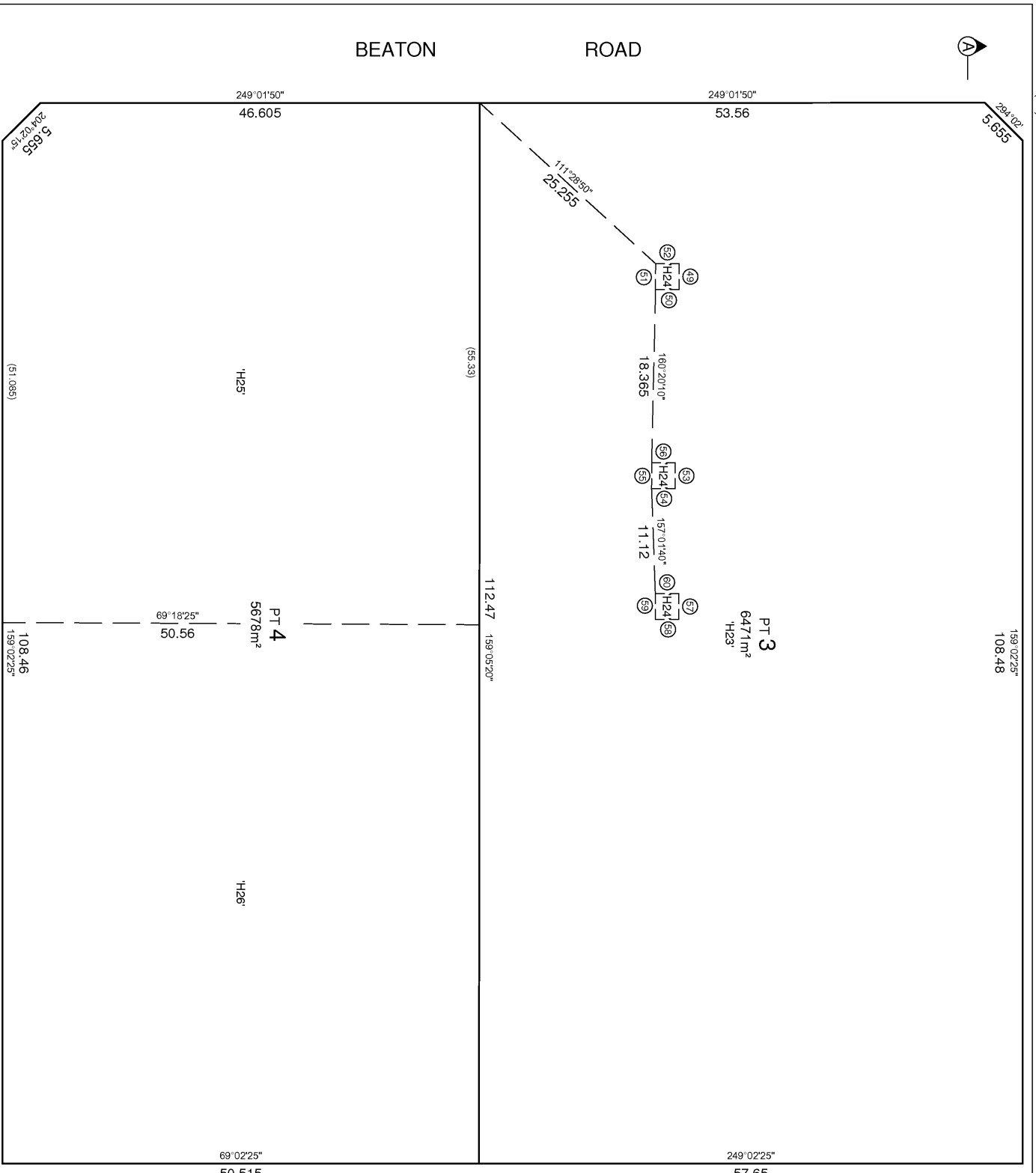


**LEVEL 2**

SEE SHEET 9 FOR SHORT LINE TABLE

E12' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.29)  
 H18' DENOTES PART LOT LIMITED IN DEPTH TO RL.77.40 AND LIMITED IN HEIGHT TO RL.90.65  
 H19' DENOTES PART LOT LIMITED IN DEPTH TO RL.77.40 AND LIMITED IN HEIGHT TO RL.79.40  
 H20' DENOTES PART LOT LIMITED IN DEPTH TO RL.76.20 AND LIMITED IN HEIGHT TO RL.90.65  
 H21' DENOTES PART LOT LIMITED IN DEPTH TO RL.77.75 AND LIMITED IN HEIGHT TO RL.90.75  
 H22' DENOTES PART LOT LIMITED IN DEPTH TO RL.78.62 AND LIMITED IN HEIGHT TO RL.91.82  
 EASEMENTS SHOWN WITHIN LEVEL 2 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF LEVEL 2 UNLESS STATED OTHERWISE

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
SHORT DASH - DENOTES EASEMENT BOUNDARY LONG DASH - DENOTES HEIGHT LIMIT BOUNDARY														
SURVEYOR: JOHN WALTON DATE OF SURVEY: 31 MAR 2017 SURVEYOR'S REF: 2450-14DP														
PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1212926														
LGA: THE HILLS SHIRE LOCALITY: KELLYVILLE SUBDIVISION NO: 11431 Lengths are in metres. Reduction Ratio 1 : 300														
REGISTERED: 29.06.2017														
DP1230087														



H23' DENOTES PART LOT LIMITED IN DEPTH TO RL 90.65 AND UNLIMITED IN HEIGHT  
 H24' DENOTES PART LOT LIMITED IN DEPTH TO RL 79.40 AND UNLIMITED IN HEIGHT  
 H25' DENOTES PART LOT LIMITED IN DEPTH TO RL 90.75 AND UNLIMITED IN HEIGHT  
 H26' DENOTES PART LOT LIMITED IN DEPTH TO RL 81.82 AND UNLIMITED IN HEIGHT  
 SEE SHEET 9 FOR SHORT LINE TABLE

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
LONG DASH - DENOTES HEIGHT LIMIT BOUNDARY														
Table of mm														

SURVEYOR: JOHN WALTON  
 DATE OF SURVEY: 31 MAR 2017  
 SURVEYOR'S REF: 2450-14DP

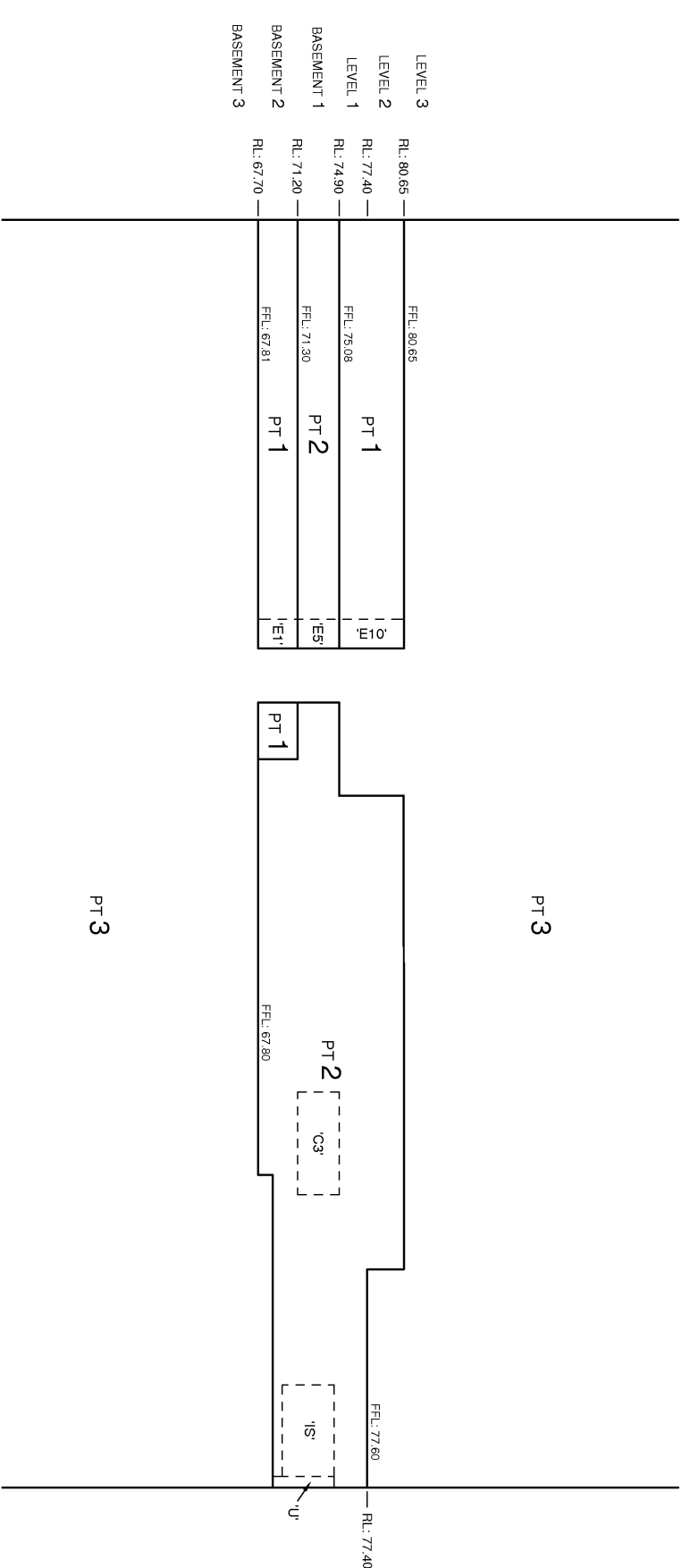
PLAN OF: BUILDING STRATUM SUBDIVISION  
 OF LOT 1 IN DP1212326

LGA: THE HILLS SHIRE  
 LOCALITY: KELLYVILLE  
 SUBDIVISION No: 11431  
 Lengths are in metres. Reduction Ratio 1 : 300

REGISTERED:  
 29.06.2017

DP1230087

SECTION A-A



- F.F.L. DENOTES FINISHED FLOOR LEVEL
- IS' DENOTES EASEMENT FOR INDOOR SUBSTATION (8.1 WIDE), LIMITED IN DEPTH TO 69.84 AND IN HEIGHT TO 74.46, VIDE AM303598
- U' DENOTES EASEMENT FOR UNDERGROUND CABLES (8.1 WIDE), LIMITED IN DEPTH TO 69.00 AND IN HEIGHT TO 74.46, VIDE AM303599
- C3' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM (NO.13)
- E1' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.14)
- ES' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.18)
- E10' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM (NO.23)

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Table of mm														
SURVEYOR: JOHN WALTON					PLAN OF: BUILDING STRATUM SUBDIVISION					LGA: THE HILLS SHIRE				
DATE OF SURVEY: 31 MAR 2017					OF LOT 1 IN DP1212326					LOCALITY: KELLYVILLE				
SURVEYOR'S REF: 2450-14DP										SUBDIVISION No: 11431				
										REGISTERED: 29.06.2017				
										Lengths are in metres. Reduction Ratio 1 : 300				
										DP1230087				



**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 3 sheet(s)

Registered:  29.06.2017 Title System: <b>TORRENS</b> Purpose: <b>SUBDIVISION</b>	Office Use Only  <h1 style="margin: 0;">DP1230087</h1>
--	--


<p style="text-align: center;"><b>PLAN OF BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1212326</b></p>	LGA: <b>THE HILLS SHIRE</b> Locality: <b>KELLYVILLE</b> Parish: <b>CASTLE HILL</b> County: <b>CUMBERLAND</b>
--	---

<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> Signature: ..... Date: ..... File Number: ..... Office: .....	<p style="text-align: center;">Survey Certificate</p> I,..... <b>JOHN WALTON</b> ..... Of... <b>DAW &amp; WALTON PTY LTD</b> ..... ..... <b>PO Box 3222, REDFERN NSW 2016</b> ..... ..... <b>survey@daw-walton.com.au</b> ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on ..... <b>31 / 03 / 2017</b> ..... *(b) <del>The part of the land shown in the plan (*being *excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del> *(c) <del>The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del>
--	---

<p style="text-align: center;">Subdivision Certificate</p> I,..... <b>ANDREW MURRAY BLOKS</b> ..... *Authorised Person/* General Manager/* Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: ..... <i>[Signature]</i> ..... Accreditation number: ..... Consent Authority: <b>The Hills Shire Council</b> Date of endorsement: <b>9.5.17</b> Subdivision Certificate number: <b>11431</b> File number: <b>799.15.JP, 144.17.SC</b> *Strike through if inapplicable.	Signature: ..... Dated: <b>18-04-2017</b> Surveyor ID: ...8430 ..... Datum Line: ...'A'-'B' ..... Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
--	--

Statements of intention to dedicate public roads, public reserves and drainage reserves.	Plans used in the preparation of survey/compilation. DP234290 DP1099006 DP1208624 DP1212326
--	---

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

<p>Registered:  29.06.2017</p> <p><b>PLAN OF BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1212326</b></p> <p>Subdivision Certificate number: <u>11431</u></p> <p>Date of Endorsement: <u>9.5.17</u></p>	<p style="text-align: center;">Office Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">DP1230087</p> <p style="text-align: center;">Office Use Only</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
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**THIS PLAN CONTAINS A STRATA MANAGEMENT STATEMENT OF SHEETS**

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 ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A1'
3. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A2'
4. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A3'
5. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A4'
6. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A5'
7. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A6'
8. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A7'
9. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A8'
10. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A9'
11. RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM 'C1'
12. RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM 'C2'
13. RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM 'C3'
14. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E1'
15. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E2'
16. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E3'
17. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E4'
18. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E5'
19. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E6'
20. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E7'
21. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E8'
22. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E9'
23. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E10'
24. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E11'
25. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E12'
26. EASEMENT TO DRAIN WATER, 2 WIDE & LIMITED IN STRATUM 'S'

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2450-14DP


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  29.06.2017  
 Office Use Only

Office Use Only  
**DP1230087**

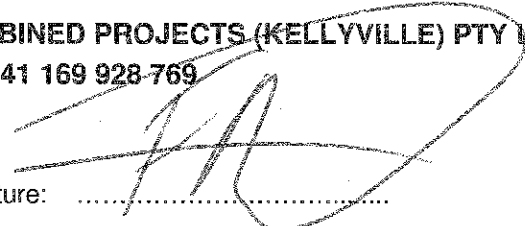
PLAN OF **BUILDING STRATUM  
 SUBDIVISION OF  
 LOT 1 IN DP1212326**

This sheet is for the provision of the following information as required:  
 • A schedule of lots and addresses - See 60(c) SSI Regulation 2012  
 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  
 • Signatures and seals- see 195D Conveyancing Act 1919  
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

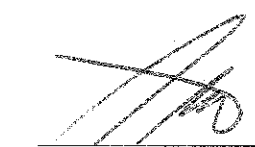
Subdivision Certificate number: 11431  
 Date of Endorsement: 9.5.17


Lot	Street Number	Street Name	Street Type	Locality
1	4	BEATON	ROAD	KELLYVILLE
2	4	BEATON	ROAD	KELLYVILLE
3	10	HEZLETT	ROAD	KELLYVILLE
4	7-9	WINNING	STREET	KELLYVILLE

**COMBINED PROJECTS (KELLYVILLE) PTY LIMITED**  
 ABN 41 169 928-769

Signature:   
 Name: FOUAD DEIRI  
 Office held: Sole Director and Secretary

Signed on behalf of  
**Commonwealth Bank  
 of Australia,**  
 ABN 48 123 123 124  
 by its attorney under  
 power of attorney  
 Book: 4548  
 No: 494

  
 Signature of Attorney  
 the attorney states that he or she has no  
 notice of termination or suspension of the  
 power  
Stephen Small  
 Full name (Attorney)

  
 Signature of Witness  
 the witness states that he or she is not a  
 party and was present when the attorney  
 signed  
Stephen Small  
 Full name (Witness)

L 9, 201 Sussex St  
Sydney  
 Address (Witness)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2450-14DP



## CERTIFICATE ORDER SUMMARY

### Transaction Details

Date: 02/10/2024 15:41  
Order No. 85705794  
Certificate No: 126353491  
Your Reference: 2410008CH  
Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 1230087  
Available: Y  
Size (KB): 946  
Number of Pages: 20  
Scan Date and Time: 30/06/2017 22:02

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Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Plan: **DP1230087**

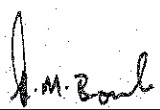
Building Stratum Subdivision of Lot 1 in DP1212326 covered by subdivision certificate No. 11431 dated 9.5.17

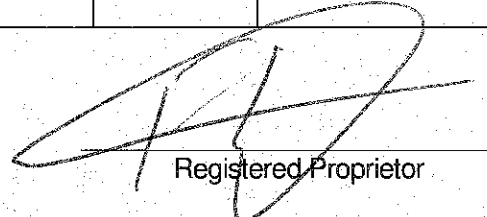
Full name and address of the proprietor of the land:

Combined Projects (Kellyville) Pty Ltd  
 ABN 41 169 928 769  
 Suite 301, Level 3  
 161 Redfern Street  
 REDFERN NSW 2016

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Services (whole of lot)	Each lot	Every other lot
2.	Easement for Access, Variable Width & Limited in Stratum 'A1'	1	2
3.	Easement for Access, Variable Width & Limited in Stratum 'A2'	1	2
4.	Easement for Access, Variable Width & Limited in Stratum 'A3'	2	1
5.	Easement for Access, Variable Width & Limited in Stratum 'A4'	2	1 & 3
6.	Easement for Access, Variable Width & Limited in Stratum 'A5'	1	2
7.	Easement for Access, Variable Width & Limited in Stratum 'A6'	1	2
8.	Easement for Access, Variable Width & Limited in Stratum 'A7'	1	2 & 3
9.	Easement for Access, Variable Width & Limited in Stratum 'A8'	3	1 & 2
10.	Easement for Access, Variable Width & Limited in Stratum 'A9'	2	1 & 3

  
 Council Delegate

  
 Registered Proprietor

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

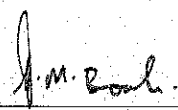
Plan: **DP1230087**

Building Stratum Subdivision of Lot 1 in DP1212326 covered by subdivision certificate No. 11431 dated 9.5.17

Full name and address of the proprietor of the land:

Combined Projects (Kellyville) Pty Ltd  
 ABN 41 169 928 769  
 Suite 301, Level 3  
 161 Redfern Street  
 REDFERN NSW 2016

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
11.	Right of Carriageway, Variable Width & Limited in Stratum 'C1'	1	2 & 3
12.	Right of Carriageway, Variable Width & Limited in Stratum 'C2'	2	1
13.	Right of Carriageway, Variable Width & Limited in Stratum 'C3'	2	1 & 3
14.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E1'	1	2 & 3
15.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E2'	1	2 & 3
16.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E3'	2	1 & 2
17.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E4'	4	1, 2 & 3
18.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E5'	2	1 & 3
19.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E6'	2	1 & 3
20.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E7'	2	1 & 3
21.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E8'	4	1, 2 & 3
22.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E9'	4	1, 2 & 3

  
 Council Delegate

  
 Registered Proprietor

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

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ABN 41 169 928 769  
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REDFERN NSW 2016

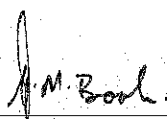
Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
23.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E10'	1	2 & 3
24.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E11'	2	3
25.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E12'	2	3
26.	Easement to Drain Water, 2 Wide & Limited in Stratum 'S'	4	1, 2 & 3

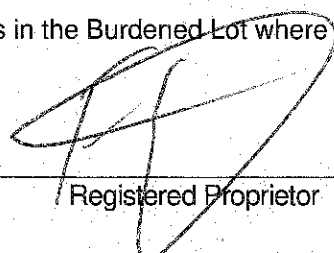
**Part 2 (Terms)**

**1. Terms of Easement for Services numbered 1 in the Plan**

**1.1 Terms of easement**

- (a) The Grantee and its Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights to:
- (i) the uninterrupted passage through a Burdened Lot of any Services to or from the Benefited Lot;
  - (ii) use any Service Equipment in a Burdened Lot through which a Service passes to or from the Benefited Lot (**Relevant Service Equipment**);
  - (iii) enter, remain in and use any plant rooms in the Burdened Lot where Relevant Service Equipment is located;

  
\_\_\_\_\_  
Council Delegate

  
\_\_\_\_\_  
Registered Proprietor

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
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Plan: **DP1230087**

Building Stratum Subdivision of Lot 1 in  
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certificate No. 11431 dated 9.5.17

Full name and address  
of the proprietor of the land:

Combined Projects (Kellyville) Pty Ltd  
ABN 41 169 928 769  
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161 Redfern Street  
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- (iv) have Relevant Service Equipment supported vertically, horizontally and in each other plane by a Burdened Lot; and
- (v) carry out Works in relation to Relevant Service Equipment that is not a Shared Facility and enter and remain in a Burdened Lot, together with any Equipment necessary for that purpose, for a reasonable time to carry out those Works.
- (b) The Grantee has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in the Burdened Lot Service Equipment associated with a Service to or from a Benefited Lot which is additional to the Service Equipment actually existing at the date of registration of this Instrument and this easement applies to such additional Service and Service Equipment as though they existed at the date of registration of this Instrument.

**1.2 Acknowledgements**

The Grantee and the Grantor acknowledge that:

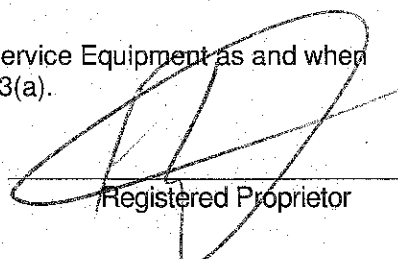
- (a) some of the Services and associated Service Equipment may be Shared Facilities;
- (b) in accordance with the Management Statement, the Committee has the responsibility to maintain Shared Facilities and to carry out Works in relation to them; and
- (c) the costs of carrying out Works to a Shared Facility by the Committee will be allocated in accordance with the Management Statement.

**1.3 Obligations**

The Grantee must:

- (a) not permit Relevant Service Equipment which is not a Shared Facility to become a hazard or a nuisance; and
- (b) at its cost carry out Works to such Relevant Service Equipment as and when required, to ensure compliance with clause 1.3(a).

  
\_\_\_\_\_  
Council Delegate

  
\_\_\_\_\_  
Registered Proprietor

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Plan: **DP1230087**

Building Stratum Subdivision of Lot 1 in  
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certificate No. 11431 dated 9.5.17

Full name and address  
of the proprietor of the land:

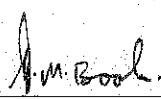
Combined Projects (Kellyville) Pty Ltd  
ABN 41 169 928 769  
Suite 301, Level 3  
161 Redfern Street  
REDFERN NSW 2016

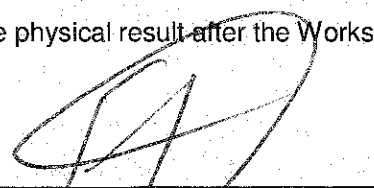
**1.4 Failure to comply**

- (a) If the Grantee fails to comply with its obligations under this easement in relation to a Burdened Lot, the Grantor has the right at any time to give a notice to the Grantee requiring compliance with those obligations.
- (b) If the Grantee fails to comply with a notice given under clause 1.4(a) within a reasonable time after its service, having regard to the type of Work or act required:
  - (i) the Grantor has the right, but not the obligation to carry out the Works to remedy the failure to comply specified in the notice; and
  - (ii) the Grantee must pay the Grantor, within 14 days of receipt of a demand from the Grantor, the costs reasonably and properly incurred by the Grantor in carrying out those Works.

**1.5 Conditions relating to Works**

- (a) Before carrying out any Works under this easement on a Burdened Lot, the Grantee must:
  - (i) provide to the Grantor a Schedule of Works;
  - (ii) provide to the Grantor any other information which the Grantor reasonably requires in order to consider the effect of the Works; and
  - (iii) obtain the consent of the Grantor to the carrying out of the Works.
- (b) The Grantor may withhold consent under clause 1.5(a)(iii) to carry out the Works if, in the reasonable opinion of the Grantor:
  - (i) the carrying out of the Works;
  - (ii) the physical result after the Works are carried out; or
  - (iii) both the carrying out of the Works and the physical result after the Works are carried out,

  
\_\_\_\_\_  
Council Delegate

  
\_\_\_\_\_  
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Building Stratum Subdivision of Lot 1 in  
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certificate No. 11431 dated 9.5.17

Full name and address  
of the proprietor of the land:

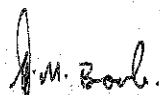
Combined Projects (Kellyville) Pty Ltd  
ABN 41 169 928 769  
Suite 301, Level 3  
161 Redfern Street  
REDFERN NSW 2016

will, either temporarily or permanently, interrupt, interfere with or prevent, to an unreasonable extent, the use and enjoyment of the Burdened Lot by the Grantor or any occupier of the Burdened Lot.

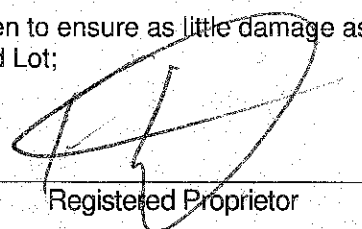
- (c) The Grantor may not withhold consent under clause 1.5(a)(iii) if the Works:
- (i) need to be carried out in circumstances which involve an emergency or a danger to public safety;
  - (ii) are necessary to enable the Grantee to comply with its obligations under this easement;
  - (iii) are necessary to enable the Grantee to comply with its obligations under the Management Statement; or
  - (iv) result from or arise out of any Law or requirements of any relevant Authority.

**1.6 Obligations in relation to Works**

- (a) The Grantee must, while works are being carried out in a Burdened Lot under this easement, take all reasonable steps:
- (i) to minimise interruption to or interference with any Service;
  - (ii) to minimise interruption or interference with the use and enjoyment of the Burdened Lot; and
  - (iii) to ensure that:
    - (A) all necessary safety measures are taken;
    - (B) the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
    - (C) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened Lot;



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Plan: **DP1230087**

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Full name and address of the proprietor of the land:

Combined Projects (Kellyville) Pty Ltd  
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Suite 301, Level 3  
161 Redfern Street  
REDFERN NSW 2016

- (D) any damage caused to the Burdened Lot is made good as soon as reasonably practicable; and
  - (E) as soon as reasonably practicable after completing of the Works, the Burdened Lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- (b) The Grantee and the Grantor must, in good faith, consult with each other in relation to the nature and timing of the Works in the Burdened Lot with a view of reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

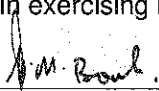
**2. Terms of Easement for Access, Variable Width & Limited in Stratum (A1 – A9) numbered 2 – 10 (respectively) in the Plan**

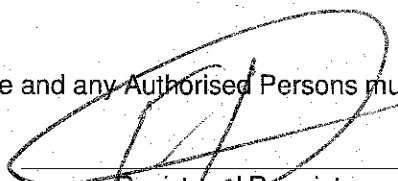
**2.1 Terms of easement**

- (a) The Grantee and any Authorised Person of the Grantee have the full, free and unimpeded right to enter, pass and repass:
- (i) at all times;
  - (ii) on foot;
  - (iii) over the Easement Site (including all passageways, driveways, corridors and lifts forming part of the Easement Site) for the purpose of accessing the Benefited Lot and do anything reasonably necessary for that purpose including:
    - (A) entering the Burdened Lot;
    - (B) taking anything on to the Burdened Lot reasonably necessary for the purpose.

**2.2 Obligations**

In exercising rights under this easement, the Grantee and any Authorised Persons must:

  
\_\_\_\_\_  
Council Delegate

  
\_\_\_\_\_  
Registered Proprietor

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
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Building Stratum Subdivision of Lot 1 in  
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Full name and address  
of the proprietor of the land:

Combined Projects (Kellyville) Pty Ltd  
ABN 41 169 928 769  
Suite 301, Level 3  
161 Redfern Street  
REDFERN NSW 2016

- (a) exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
- (b) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;
- (c) only use the Easement Site for its intended purpose;
- (d) not to cause any damage to the Burdened Lot and any improvements on it;
- (e) comply with the Management Statement and any Rules; and
- (f) comply with any reasonable direction of the Committee or any person authorised by the Committee.

**2.3 Acknowledgements**

The Grantee and the Grantor acknowledge that:

- (a) the Easement Site is a Shared Facility;
- (b) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;
- (c) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.

**2.4 Restriction on parking**

The Grantee and its Authorised Persons must not:

- (a) park or stand motor or other Vehicles on the Easement Site otherwise as permitted by the Committee or the Rules;
- (b) obstruct use of the Easement Site by any person.



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161 Redfern Street  
REDFERN NSW 2016

**3. Terms of Right of Carriageway, Variable Width & Limited in Stratum  
(C1 – C3) numbered 11 - 13 (respectively) on the Plan**

**3.1 Terms of easement**

- (a) The Grantee and any Authorised Person of the Grantee have the full, free and unimpeded right to enter, pass and repass the Easement Site:
- (i) at all times;
  - (ii) with or without Vehicles;
  - (iii) for the purpose of accessing their respective basement parking levels

**3.2 Obligations**

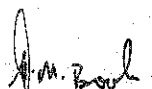
In exercising rights under this easement, the Grantee and any Authorised Persons must:

- (a) exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
- (b) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;
- (c) only use the Easement Site for its intended purpose;
- (d) not to cause any damage to the Burdened Lot and any improvements on it;
- (e) comply with the Management Statement and any Rules; and
- (f) comply with any reasonable direction of the Committee or any person authorised by the Committee.

**3.3 Acknowledgements**

The Grantee and the Grantor acknowledge that:

- (a) the Easement Site is a Shared Facility;



Council Delegate



Registered Proprietor

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE  
OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Plan: **DP1230087**

Building Stratum Subdivision of Lot 1 in  
DP1212326 covered by subdivision  
certificate No. 11431 dated 9.5.17

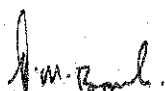
Full name and address  
of the proprietor of the land:

Combined Projects (Kellyville) Pty Ltd  
ABN 41 169 928 769  
Suite 301, Level 3  
161 Redfern Street  
REDFERN NSW 2016


- (b) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;
- (c) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.

**3.4 Restriction on parking**

- (a) The Grantee and its Authorised Persons must not:
  - (i) park or stand motor or other Vehicles on the Easement Site otherwise as permitted by the Committee or the Rules;
  - (ii) obstruct use of the Easement Site by any person.
- (b) If for any reason within the control of the Grantor a portion of the Easement Site is blocked or access is otherwise not available across the Easement Site, the Grantor must ensure that a reasonable alternative means of access to all parts of the Easement Site is provided during the time that the usual means of access is not available or denied so that the rights under this easement are able to be exercised.



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**4. Terms of Easement for Emergency Egress Variable Width & Limited in Stratum (E1 - E12) numbered 14 - 25 (respectively) on the Plan**

**4.1 Terms of easement**

The Grantee and any Authorised Person of the Grantee have the full, free and unimpeded right to:

- (a) pass across any fire stairs, fire exist passageways and corridors located within the Easement Site in order to exit the Benefited Lot in an emergency or for fire drill purposes;
- (b) use any Emergency Equipment located on the Burdened Lot.

**4.2 Obligations**

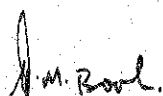
In exercising rights under this easement, the Grantee and any Authorised Persons must:

- (a) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;
- (b) only use the Easement Site and the Emergency Equipment for their intended purposes;
- (c) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;
- (d) comply with the Management Statement and any Rules; and
- (e) comply with any reasonable direction of the Committee or any person authorised by the Committee.

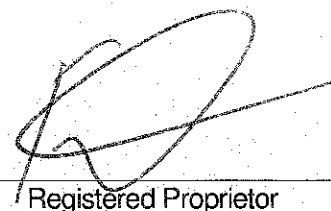
**4.3 Acknowledgements**

The Grantee and the Grantor acknowledge that:

- (a) the Easement Site is a Shared Facility;



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- (b) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;
- (c) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.

**5. General provisions**

**5.1 Expressions**

- (a) The expression **Grantor** includes the Grantor, its successors and every person who is entitled to an estate or interest in possession of the Burdened Lot or any part of it with which the right is capable of enjoyment.
- (b) The expression **Grantee** includes the Grantee, its successors and every person who is entitled to an estate or interest in possession of the Benefited Lot or any part of it with which the right is capable of enjoyment.

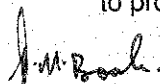
**5.2 Obligation to comply**

Each Grantor and Grantee:

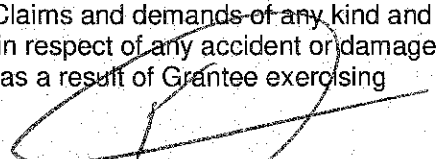
- (a) is bound by, and must comply with, the terms of each relevant easement, covenant and restriction in this Instrument; and
- (b) must use reasonable endeavours to ensure its Authorised Persons comply with the terms each relevant easement, covenant and restriction when exercising their rights or complying with their obligations in this Instrument.

**5.3 Risk, release and indemnity**

- (a) The Grantee exercising rights under this Instrument does so at its own risk.
- (b) The Grantee releases the Grantor from all Claims and demands of any kind and from all loss and liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of Grantee exercising



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rights under this Instrument, except to the extent they are caused or contributed  
by the wilful or negligent act or omission of the Grantor.

- (c) The Grantee indemnifies and agrees to keep indemnified the Grantor in relation  
to all Claims and demands of any kind and from all loss or liabilities which may  
arise in respect of any accident or damage to the property or death or injury to  
any person as the result of the Grantee exercising rights under this Instrument,  
except to the extent they are caused or contributed by the wilful or negligent act  
or omission of the Grantor.

**5.4 Strata Scheme**

- (a) Where the Benefited Lot is the subject of a Strata Scheme, a reference to  
**Grantee** is a reference to:
- (i) a proprietor of a lot in the Strata Scheme or any person entitled under any  
Act to immediate possession of that Lot;
  - (ii) the Owners Corporation constituted on registration of the Strata Plan; and
  - (iii) any person authorised by either of the parties referred to in clauses  
5.3(a)(i) and 5.3(a)(ii).
- (b) Where the Burdened Lot is the subject of a Strata Scheme, a reference to  
**Grantor** is a reference to the Owners Corporation constituted on registration of  
the Strata Plan to which the Strata Scheme relates.

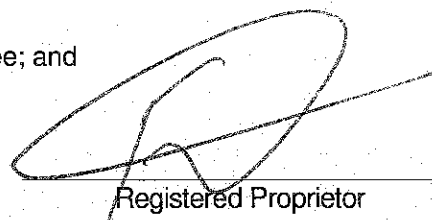
**5.5 Management Statement**

If the use of an Easement Site or the costs relevant to the use, maintenance, repair,  
replacement or insurance of any Easement Site, covenant or restriction are covered or  
regulated by a Management Statement, then:

- (a) the terms of that Management Statement:
- (i) apply to that use or cost; and
  - (ii) bind the relevant Grantor and Grantee; and



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- (b) to the extent of any inconsistency between the Management Statement and the terms of the relevant easement, covenant or restriction in this Instrument, then the terms of the Management Statement prevail to the extent of the inconsistency.

**5.6 Structures**

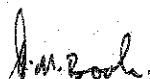
Notwithstanding anything to the contrary in this Instrument, where an Easement Site includes a structure, the right to use the Easement Site does not extend to the structure unless otherwise stated in the terms of the relevant easement.

**6. Definitions and interpretation**

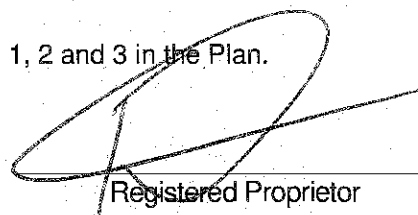
**6.1 Definitions**

In this Instrument, the following words have the following meaning:

- (a) **Authorised Person** means a person, body or authority authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this Instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised Person includes:
- (i) the Committee; and
  - (ii) the tenants, employees, agents, contractors, licensees and invitees of Grantee.
- (b) **Authority** means any national, state or local governmental, semi-government, quasi-government or other judicial authority or body having authority over or jurisdiction in respect of the Building.
- (c) **Benefited Lot** in connection with a restriction, easement or covenant the subject of this Instrument, means the Lot benefited by a relevant restriction, easement or covenant.
- (d) **Building** means the building erected on Lots 1, 2 and 3 in the Plan.



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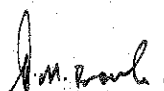
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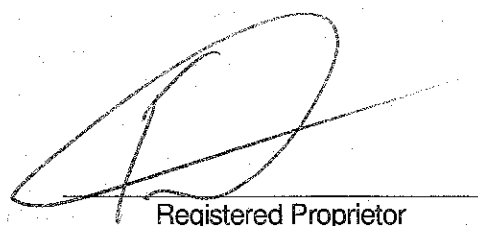
Full name and address  
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- (e) **Burdened Lot** in connection with a restriction, easement or covenant the subject of this Instrument, means the Lot burdened by a relevant restriction, easement or covenant.
- (f) **Claim** means a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding or right of action.
- (g) **Committee** means the management committee constituted in accordance with the Management Statement.
- (h) **Conveyancing Act** means the *Conveyancing Act 1919* (NSW) as that Act may be amended from time to time and includes any regulations under that Act.
- (i) **Development Act** means the *Strata Schemes (Freehold Development) Act 1973* (NSW) as that Act may be amended from time to time and includes any regulations under that Act.
- (j) **Easement Site** means the site of an easement the subject of this Instrument.
- (k) **Emergency Equipment** includes fire extinguishers, fire hoses and any other available equipment designed for similar use.
- (l) **Equipment** includes materials, tools, implements, machinery and vehicles.
- (m) **Grantee** means:
  - (i) the owner of a Benefited Lot; and
  - (ii) an Authority benefited (where applicable).
- (n) **Grantor** means the owner of the Burdened Lot.
- (o) **Instrument** means this instrument.



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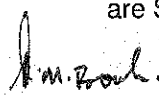
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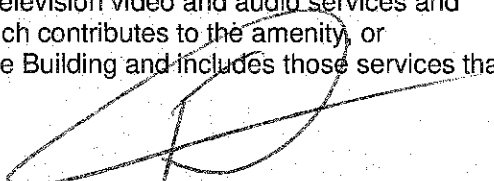
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- (p) **Law** means:
- (i) any act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth of Australia and State of New South Wales; and
  - (ii) certificate, licence, consent, permit, approval or requirement of any organisation having jurisdiction over the Works.
- (q) **Lot** means a stratum lot in the Plan or a Strata Lot.
- (r) **Management Statement** means whichever of the building management statement of the strata management statement is in force in respect of the Building at the relevant time.
- (s) **Owners Corporation** means the owners corporation constituted on registration of a Strata Plan.
- (t) **Plan** means the plan to which this Instrument relates.
- (u) **Rules** has the meaning given to this term in the Management Statement.
- (v) **Scheduled of Works** means, in relation to any Works, a document containing:
- (i) a specification of the relevant Works;
  - (ii) a programme of the Works; and
  - (iii) a statement including the likely impact of the Works on the parties to an easement.
- (w) **Service** means any service in the Building, including water supply, gas supply, electricity supply, air conditioning, telephone service, internet service, digital transmission service, radio service, television service, systemS for removal of sewage, system for removal of trade waste, water drainage system, mechanical ventilation system, fire safety or control system, hydraulic services, security system, escalators, lifts, closed circuit television video and audio services and any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety of the Building and includes those services that are Shared Facilities.

  
\_\_\_\_\_  
Council Delegate

  
\_\_\_\_\_  
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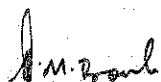
Combined Projects (Kellyville) Pty Ltd  
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REDFERN NSW 2016

- (x) **Service Equipment** means the structures, machinery, plant, equipment and things in the Building for the purpose of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, tank, mast, pole, aerial or other means by or through which a Service is or to be provided or its provision is to be facilitated.
- (y) **Shared Facility** has the meaning given to this term in the Management Statement.
- (z) **Strata Lot** means a lot in a Strata Plan.
- (aa) **Strata Plan** means a plan of subdivision under the Development Act.
- (bb) **Strata Scheme** means the strata scheme constituted on registration of a Strata Plan.
- (cc) **Vehicle** includes motor cars, motor cycles, bicycles and trucks.
- (dd) **Works** means repairs, maintenance, testing, examining, cleaning, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation and other works of any kind including construction.

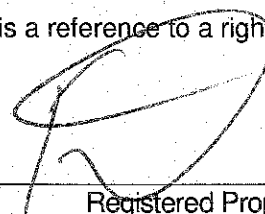
**6.2 Interpretation**

In this Instrument, the following interpretations shall apply:

- (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) **Maintain** includes keep clean and tidy.
- (e) A reference to a right or obligation of a person is a reference to a right or obligation of that person under this Instrument.



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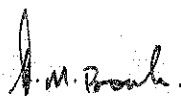
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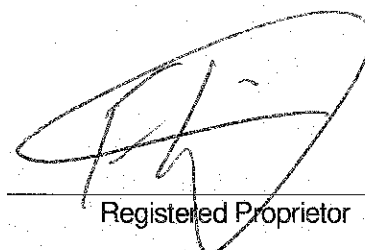
Full name and address  
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- (f) A reference to anything (including an amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
- (g) Where this Instrument refers to a body which or Authority which no longer exists, unless otherwise prescribed by Law, it is taken to be substituted a body or Authority having substantially the same objects as the named body or Authority.
- (h) A reference to legislation or legislative provisions includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or that legislative provision.
- (i) A reference to a time is to that time in Sydney, New South Wales.
- (j) 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.
- (k) A requirement to do anything includes a requirement to cause that thing to be done.
- (l) A word that is derived from a defined word has a corresponding meaning.
- (m) The singular includes plural and vice versa.
- (n) Words importing one gender include all other genders.
- (o) Any notice, demand, approval, request, application or communication under this Instrument must be in writing.



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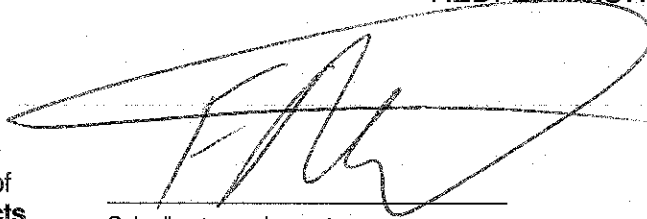
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REDFERN NSW 2016



Signed on behalf of  
**Combined Projects  
(Kellyville) Pty Ltd  
ABN 41 169 928 769**

Sole director and secretary

**Fouad Deiri**

full name

under section 127 of  
the *Corporations Act  
2001* (Cth) by:

Signed on behalf of  
**Commonwealth Bank  
of Australia,  
ABN 48 123 123 124**

Signature of Attorney

the attorney states that he or she has no  
notice of termination or suspension of the  
power

Signature of Witness

the witness states that he or she is not a  
party and was present when the attorney  
signed


by its attorney under  
power of attorney

Book: 4548

No: 494



Full name (Attorney)

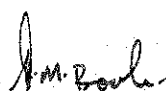


Full name (Witness)

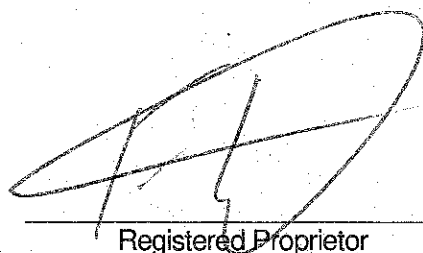
L9 201 Sussex St

Sydney

Address (Witness)



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REDFERN NSW 2016

Executed on behalf of **The Hills Shire Council** by its Authorised Delegate pursuant to Section 93 Local Government Act 1993 by:

*[Handwritten Signature]*

Signature of Witness

*Benjamin Hopkins*  
Name of Witness

*3 Columbia Ct, Baulkham Hills NSW 2153.*  
Address of Witness

*[Handwritten Signature]*

Signature of Authorised Delegate

*Andrew Murray Brooks*  
Authorised Delegate's Name

*Authorised Officer*  
Authority of Delegate

REGISTERED  29.06.2017

*[Handwritten Signature]*

Council Delegate

*[Handwritten Signature]*

Registered Proprietor



## CERTIFICATE ORDER SUMMARY

### Transaction Details

Date: 02/10/2024 15:41  
Order No. 85705794  
Certificate No: 126353492  
Your Reference: 2410008CH  
Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - Management Statement 1230087  
Available: Y  
Size (KB): 1418  
Number of Pages: 50  
Scan Date and Time: 30/06/2017 22:02

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# DP1230087

## Approved Form 12

S 196E; Schedule 8A

Conveyancing Act 1919

### Building Management Statement

Note: This statement has effect as an agreement under seal binding:

1. each Owner for the time being of any part of the building or its site; and
2. a mortgagee in possession or lessee of any such part of the building or its site.

# DP1230087

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## **1. Background and disclosure and nature of this statement**

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### 1.1 Background

- (a) "North Village" is a mixed use development comprised of 4 distinct components, each being a Stratum Lot to be developed as follows:
  - (i) Lots 1 and 2 will comprise a supermarket, retail shopping complex, a loading dock and parking;
  - (ii) Lot 3 will comprise residential apartments, parking spaces and storage spaces and will be subdivided into a Strata Scheme; and
  - (iii) Lot 4 will comprise residential apartments, parking spaces and storage spaces and will be subdivided into a Strata Scheme.
- (b) The Members are the Owners of the different components of the Building. At "North Village" the Members will, following completion of the development, comprise:
  - (i) the owner of Lot 1;
  - (ii) the owner of Lot 2;
  - (iii) the owner of Lot 3; and
  - (iv) the owner of Lot 4.

### 1.2 Disclosure and nature of this statement

- (a) This statement is a building management statement under Division 3B of Part 23 of the Conveyancing Act 1919 (NSW).
  - (b) By Law, this statement must:
    - (i) include the information required by the Conveyancing Act 1919 (NSW); and
    - (ii) must not be inconsistent with any conditions imposed before the registration of this statement by a development consent relating to the Building to which the statement relates or the site, or with any other Law.
  - (c) This statement has effect as an agreement under seal binding:
    - (i) each Owner for the time being of any part of the Building or its site;
    - (ii) a mortgagee in possession or lessee of any such part of the Building or its site.
  - (d) This statement will terminate on the date:
    - (i) agreed to by each Owner for the time being; or
    - (ii) that a strata management statement is registered if any Lot is subdivided into a strata scheme.
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- (e) This statement may be registered on the title to the Land under Division 3B Part 23 of the Conveyancing Act 1919 (NSW).
- (f) If there is any inconsistency between the terms of this statement and:
  - (i) any easement, covenant or restriction registered on the title to a Lot; or
  - (ii) by laws registered for a strata subdivision for a Lot,the terms of this statement will prevail to the extent of the inconsistency, unless the Committee passes an Unanimous Resolution to the contrary.

## 2. Definitions and Interpretation

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### 2.1 Definitions

In this Statement:

- (a) **Act** means the Development Act or the Management Act or both as the context requires.
  - (b) **Application** means each application lodged or to be lodged with the relevant Authority for Approvals.
  - (c) **Approvals** means all consents, approvals, registrations, certifications, licences, permits or authorities from any Authority with respect to all or part of the Land.
  - (d) **Authority** means any government or semi government authority or instrumentality, statutory or judicial authority, including Council.
  - (e) **Building** means the improvements erected or intended to be erected on part of the Land generally in accordance with the Development Consent.
  - (f) **Building Management Committee** means the committee required by the Development Act and the subject of **clause 4**.
  - (g) **Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in Sydney, New South Wales.
  - (h) **Chairperson** means the person appointed by the Building Management Committee as chairperson from time to time under **clause 4.6(a)**.
  - (i) **Common Property** means the common property created on registration of a Strata Plan.
  - (j) **Construction Period** means the period starting on the date of registration of this Statement and ending on the date of registration of the last strata plan to be registered for the Building.
  - (k) **Construction Works** means all works which are considered, in the absolute discretion of the Developer, necessary or desirable for the Developer to construct the buildings on the Land (including the Building) and install Services including:
    - (i) building and demolition works;
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- (ii) installation, augmentation, relocation, connection and temporary disconnection of Services and Shared Facilities;
  - (iii) placing in the Building anything in connection with (i)-(ii) above including temporary signs, structures, building materials, fences, cranes and other equipment;
  - (iv) if necessary, making Applications (even if an Approval in respect of the subject matter of that Application has already been granted);
  - (v) applying to, varying or appealing an Approval;
  - (vi) dedicating those parts of the Land to be dedicated;
  - (vii) engaging contractors and consultants to construct the buildings and install the Services; and
  - (viii) subdividing (including by strata plan) and consolidating of one or more Stratum Lots or any part of the Land.
- (l) **Contractor** means a person who provides services to the Building Management Committee who is not the Manager.
- (m) **Council** means Hills Shire Council or its successor.
- (n) **Dedicate** includes dedicate or transfer with or without consideration.
- (o) **Defaulting Member** has the meaning stated in **clause 15.5**.
- (p) **Developer** means Combined Projects (Kellyville) Pty Ltd ACN 169 928 769 or its successors.
- (q) **Development Act** means the Strata Schemes Development Act 2015 (NSW).
- (r) **Development Consent** means development consent dated 30 July 2015 with reference no. 799/2015/JP issued by Council in respect of the Land and the Building as amended or substituted from time to time.
- (s) **Easements** means the easements which benefit or burden the Land from time to time.
- (t) **Emergency Repairs** means any repairs that require immediate rectification due to the nature of the fault and the impact on the operation, use, or enjoyment of the Building (or any part) or the occupational health and safety of any Occupiers or visitors to the Building.
- (u) **Expert** means a person appointed under **clause 19.2(b)**.
- (v) **Insurance** means the insurances taken out by the Building Management Committee under **clause 17.1**.
- (w) **Land** means the land that was formerly comprised in folio identifier 1/1212326, prior to stratum subdivision.
- (x) **Law** includes:
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- (i) the provisions of a statute, rule, regulation, proclamation, ordinance or by law, present or future, whether state, federal or otherwise; and
  - (ii) a requirement, notice, order or direction received from or given by a statutory, public or other competent Authority.
  
  - (y) **Lot** means a Stratum Lot or a lot in a Strata Plan within the Building.
  - (z) **Lot 1** means lot 1 in the Stratum Plan.
  - (aa) **Lot 2** means lot 2 in the Stratum Plan.
  - (bb) **Lot 3** means lot 3 in the Stratum Plan.
  - (cc) **Lot 4** means lot 4 in the Stratum Plan.
  - (dd) **Management Act** means the Strata Schemes Management Act 2015 (NSW).
  - (ee) **Management Fee** means the fee for the Manager under **clause 6** (and payable in the proportions set out in the Shared Facilities Schedule).
  - (ff) **Manager** means the licensed strata managing agent appointed under **clause 6**.
  - (gg) **Majority Resolution** means a resolution which is passed at a meeting of the Building Management Committee by at least 50% of those present and entitled to vote at the meeting.
  - (hh) **Members** means those persons described in **clause 4.2**.
  - (ii) **Occupier** means a person in lawful occupation of a Lot.
  - (jj) **Officer** means a secretary, chairperson or treasurer of the Building Management Committee or other officer as determined by the Building Management Committee under **clause 4.6(b)**.
  - (kk) **Owner** means the registered proprietor of a Stratum Lot or a Strata Lot.
  - (ll) **Owners Corporation** means an owners corporation created upon registration of a Strata Plan (as may be applicable).
  - (mm) **Party** means a party bound by this Statement as stated in **clause 3.2**.
  - (nn) **Representative** means a representative of a Member appointed under **clause 4.3** from time to time.
  - (oo) **Resolution** means a Majority Resolution or Unanimous Resolution, as the context provides.
  - (pp) **Secretary** means the person appointed by the Building Management Committee as secretary from time to time under **clause 4.4(b)**.
  - (qq) **Security Key** a key, magnetic or other device used to:
    - (i) open and close gates or locks; or
    - (ii) operate alarms, security systems or communications systems; or
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- (iii) operate any equipment or system if applicable.
  - (rr) **Service** means:
    - (i) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
    - (ii) the provision of sewerage and drainage;
    - (iii) transmission by telephone, radio, television, satellite or other means;
    - (iv) the provision of security systems; and
    - (v) any other facility, supply or transmission.
  - (ss) **Shared Costs** means the following expenses:
    - (i) in relation to a Shared Facility:
      - (A) repair, maintenance, cleaning and operating costs (including energy and water usage);
      - (B) renewal or replacement costs; and
      - (C) any amount payable to a Contractor under any maintenance or other agreement for services;
    - (ii) costs of services provided for services as set out in the Shared Facilities Schedule;
    - (iii) costs of Insurance;
    - (iv) the fees and administrative costs in relation to this Statement, the Building Management Committee and the Manager; and
    - (v) any amount determined by Resolution to be Shared Costs.
  - (tt) **Shared Facilities** means:
    - (i) the Services, facilities, shared areas, other shared services, machinery and equipment referred to in the Shared Facilities Schedule as may be amended or varied in accordance with this Statement;
    - (ii) any alterations, additions or replacement of those items, as applicable;
    - (iii) any pipes, wires, cables and ducts connected to or forming part of these items but not those parts exclusively serving a Member's Lot or Common Property;
    - (iv) any items necessary to operate or service the facilities, such as cleaning equipment and materials;
    - (v) any area in which the Shared Facilities are located; and
    - (vi) any Services, facilities, machinery and equipment which the Building Management Committee determines by Resolution are Shared Facilities.
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- (uu) **Shared Facilities Schedule** means the list of Shared Facilities attached to this Statement in **Schedule 1** and the division of costs for Shared Facilities attached to this Statement in **Schedule 2**.
- (vv) **Statement** means this building management statement.
- (ww) **Strata Lot** means a lot within a Strata Scheme.
- (xx) **Strata Plan** means a strata plan under the Act.
- (yy) **Strata Scheme** means a strata scheme created on registration of a Strata Plan under the Development Act.
- (zz) **Stratum Lot** means a lot in the Stratum Plan which has not been subdivided by a Strata Plan.
- (aaa) **Stratum Lot Owner** means the registered proprietor of a Stratum Lot.
- (bbb) **Stratum Plan** means stratum plan of subdivision being deposited plan no. DP1230087.
- (ccc) **Substitute Representative** means a person appointed by a Member to represent them for the purpose of this Statement as a substitute for their Representative.
- (ddd) **Treasurer** means the person appointed by the Building Management Committee from time to time as treasurer under **clause 4.6(b)**.
- (eee) **Tribunal** means the Civil and Administrative Tribunal of New South Wales (which may also be called NCAT) established by the Civil and Administrative Tribunal Act 2013 (NSW).
- (fff) **Unanimous Resolution** means a resolution which is passed at a meeting of the Building Management Committee against which no vote is cast.
- (ggg) **Year** means any of the following (as the context requires):
  - (i) Year 1; and
  - (ii) a successive 12 month period commencing on the day after the end of Year 1.
- (hhh) **Year End** means the year end for accounting purposes determined by the Building Management Committee in accordance with **clause 15.3(a)**.
- (iii) **Year 1** means the period commencing on the date of registration of this Statement and ending on the Year End.

## 2.2 Interpretation

Unless expressed to the contrary, in this Statement:

- (a) words in the singular include the plural and vice versa;
  - (b) any gender includes the other genders;
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- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) “includes” means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person’s legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (v) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
  - (vi) a right includes a benefit, remedy, discretion or power;
  - (vii) time is to local time in Sydney;
  - (viii) “\$” or “dollars” is a reference to Australian currency;
  - (ix) this or any other Statement includes the statement as novated, varied or replaced and despite any change in the identity of the parties;
  - (x) writing includes:
    - (A) any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and
    - (B) words created or stored in any electronic medium and retrievable in perceivable form;
  - (xi) this Statement includes all schedules and annexures to it; and
  - (xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Statement.

## 2.3 Parties Bound Jointly and Individually

A covenant, representation, warranty or an agreement between more than one person binds them jointly and severally.

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## 2.4 Headings

Headings do not affect the interpretation of this Statement.

## 2.5 Business Day

- (i) If anything is required to be done under this Statement on a day which is not a Business Day then it must be done on the next Business Day.
- (ii) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs the event is deemed to have occurred on the next Business Day in the place that the event occurs.
- (iii) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.
- (iv) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

## **3. Members and Occupiers Obligations**

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### 3.1 Parties Bound and General Obligations

- (a) The Building will, on completion of the Construction Works, have 4 components, being:
  - (i) Lot 1;
  - (ii) Lot 2;
  - (iii) Lot 3; and
  - (iv) Lot 4.
- (b) The owners of the components are the Members of the Building Management Committee.
- (c) In the event that a Stratum Lot is subdivided by registration of a strata plan, the Owners Corporation in respect of that strata plan becomes a Member in place of the owner of the relevant Stratum Lot.

### 3.2 Parties Bound

This Statement has effect as an agreement under seal binding the Members and every Owner, lessee, Occupier or mortgagee in possession of a Lot in the Building.

### 3.3 General Obligations

The Members must:

- (a) promptly comply with their obligations under this Statement and the Act (as and where applicable);
  - (b) promptly pay their contributions for amounts they owe to the Building Management Committee under this Statement and the Act (as and where applicable);
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- (c) obey the directions of the Building Management Committee;
- (d) make sure the Insurances are effected and maintained;
- (e) implement decisions of the Building Management Committee; and
- (f) comply with the Easements.

## 3.4 Inconsistency

- (a) The by laws of a Strata Scheme must not conflict with this Statement and the provisions of this Statement apply to the extent of any inconsistency.
- (b) If a by law of a Strata Scheme conflicts with the provisions of this Statement, the Owners Corporation must at its own cost amend or repeal the inconsistent by law.

## 3.5 Amending this Statement

Unless otherwise provided in this Statement or the Act, this Statement can only be amended by a Majority Resolution.

## 4. Building Management Committee and Managers

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### 4.1 Establishing the Building Management Committee

- (a) The Members must establish the Building Management Committee within 3 months after the registration of this Statement.
- (b) The Building Management Committee cannot be dissolved while this Statement is in force.

### 4.2 Members of the Building Management Committee

- (a) Each Stratum Lot Owner and Owners Corporation is a Member of the Committee.
- (b) On registration of this Statement, the Members of the Building Management Committee will be the Stratum Lot Owners in relation to Lot 1, Lot 2, Lot 3 and Lot 4.

### 4.3 Representatives

- (a) Each Member must
    - (i) appoint a representative;
    - (ii) give to each other Member notice of the name, address, email address (if applicable) and telephone number of the representative; and
    - (iii) serve notice on the other Members each time their contact details change.
  - (b) Each Member may:
    - (i) change its representative at any time; and
    - (ii) appoint a casual representative for a particular meeting or meetings.
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- (c) The representative or casual representative of a Member who is an Owners Corporation must be appointed by or selected in accordance with a resolution or a by law made by the Member.
- (d) If a Member is the registered proprietor of more than one Stratum Lot, the Member may appoint one representative to represent the Member for both Stratum Lots.

## 4.4 Functions

The functions of the Building Management Committee are to:

- (a) make decisions about matters delegated to the Building Management Committee under this Statement;
- (b) determine and levy contributions for the administrative fund and the sinking fund under **clause 19**;
- (c) operate, maintain, renew, replace and control the use of Shared Facilities;
- (d) change or add to or extend Shared Facilities;
- (e) change or add to or adjust Shared Costs;
- (f) effect the Insurances;
- (g) appoint and supervise any Contractor or agent engaged by the Building Management Committee;
- (h) monitor the Manager;
- (i) register any variation to this Statement; and
- (j) comply with this Statement and the Act (as and where applicable).

## 4.5 Decision Making

The Building Management Committee can only make decisions in accordance with this Statement and at a meeting by Resolution.

## 4.6 Officers of the Building Management Committee

The Building Management Committee:

- (a) must appoint a Chairperson, Treasurer and Secretary as Officers;
- (b) may appoint any other Officer who the Building Management Committee considers necessary; and
- (c) must immediately appoint a replacement Officer if an Officer vacates his or her position.

## 4.7 Eligibility for Office

Officers must be a Representative, Substitute Representative or the Manager.

## 4.8 Appointment of Officers

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- (a) The Building Management Committee must appoint Officers within 3 months after the registration of this Statement.
- (b) The Building Management Committee may appoint new Officers at any time.

## 4.9 Vacating Office

An Officer will have vacated their position if:

- (a) they are no longer an Owner, Representative or the Manager;
- (b) the Building Management Committee:
  - (i) dismisses the Officer from their position; and
  - (ii) appoints a replacement Officer to that position; or
- (c) an Officer submits their resignation in writing stating the date which their resignation will become effective.

## 4.10 Performing functions

An Officer must perform his or her functions according to the Act, this Statement and the directions of the Building Management Committee.

## 4.11 Functions of Secretary

The functions of the Secretary are to perform the administrative, bookkeeping and secretarial functions of the Building Management Committee including:

- (a) answer communications sent to the Building Management Committee;
- (b) perform administrative and secretarial functions for the Building Management Committee;
- (c) convene meetings and prepare and distribute notices, agendas and minutes for those meetings;
- (d) serve notices on behalf of the Building Management Committee;
- (e) keep records (other than records which the treasurer must keep) for the Building Management Committee; and
- (f) make the records of the Building Management Committee available for inspection.

## 4.12 Functions of the Treasurer

The functions of the Treasurer are to:

- (a) prepare budgets;
  - (b) prepare financial statements;
  - (c) send out notices for, collect and bank contributions to the administrative fund and the sinking fund;
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- (d) prepare outstanding levy certificates;
- (e) arrange for the preparation audit reports;
- (f) pay accounts; and
- (g) keep the accounting records of the Building Management Committee.

## 4.13 Functions of the Chairperson

The functions of the Chairperson are to preside at those meetings of the Building Management Committee which the Chairperson attends. The Chairperson may appoint the Manager to chair meetings of the Building Management Committee in the Chairpersons absence or as desired by the chairperson from time to time.

## 4.14 Other Appointees

If the Building Management Committee appoints an Officer under **clause 4.6(b)**, it must clearly define the duties of the Officer.

## 5. Meetings and voting

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### 5.1 Holding of Meetings

The Building Management Committee must hold a meeting:

- (i) if a Member requests by notice in writing;
- (ii) at least once annually from the date of the first meeting of the Building Management Committee;
- (iii) if the Building Management Committee is otherwise required to do so under this Statement; or
- (iv) if the Manager determines to hold a meeting.

### 5.2 Request for Meeting

- (a) A request for a meeting must be made to the Secretary and must state the issue or proposal for the meeting.

### 5.3 Notice of Meetings

- (a) The Secretary of the Building Management Committee must normally give at least 5 Business Days' notice of a meeting to each Member.
  - (b) In the case of an emergency or with the consent of each Member, the Building Management Committee may give a shorter notice.
  - (c) A notice of a meeting must include:
    - (i) the time, date and place for the meeting; and
    - (ii) an agenda for the meeting.
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- (d) An agenda for a meeting must include:
  - (i) the terms of the motions for resolution at the meeting;
  - (ii) the matters requested by notice in writing to be considered at the meeting by Members, Owners or Occupiers;
  - (iii) a copy of the minutes of the last meeting; and
  - (iv) include a motion to adopt the minutes of the last meeting.
- (e) In the case of an emergency meeting a notice is not required to include the matters set out in paragraphs (iii) to (v) above.

## 5.4 Quorum

- (a) At any meeting of the Building Management Committee, a quorum consists of a Representative of each Member.
- (b) If a quorum is not present within an hour from the time appointed for a meeting, the meeting is adjourned for 2 Business Days.
- (c) The Building Management Committee must hold the adjourned meeting at the same time and at the same place notified for the original meeting.
- (d) The quorum for the adjourned meeting is that number of Representatives present at the time appointed for the adjourned meeting.
- (e) At an adjourned meeting, 2 Representatives may constitute a quorum.

## 5.5 Voting

- (a) At each meeting of the Building Management Committee each Member through any of its Representatives is entitled to exercise 1 vote.
- (b) The Chairperson does not have a casting vote at meetings of the Building Management Committee.
- (c) If the Building Management Committee decide on a matter, it must be decided by a Majority Resolution unless otherwise required by an Act.
- (d) In the event that a vote results in a deadlock between the Members, the motion will be lost.

## **6. Appointment of a Manager**

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### 6.1 Appointment of a Manager

- (a) The Building Management Committee may appoint a Manager to assist the Building Management Committee in performing its functions, in particular its financial and secretarial functions.
  - (b) When appointing a Manager, the Building Management Committee may (but is not obliged to) appoint the same person as a Manager appointed by an Owners Corporation.
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- (c) Any appointment must:
  - (i) be in writing;
  - (ii) be signed by each Member;
  - (iii) be for a term (with options) not exceeding 2 years;
  - (iv) reserve to the Building Management Committee the power to continue exercising any or all of the functions delegated to the Manager.
- (d) The Building Management Committee must monitor the performance of the Manager.

## 6.2 Management Fee

If a Manager is appointed, the Members must contribute to the Management Fee in the proportions set out in the Shared Facilities Schedule.

## 6.3 Delegation of functions

- (a) Subject to **clause 6.3(b)**, the Building Management Committee may delegate its functions and the functions of its officers to the Manager.
- (b) The Building Management Committee may not delegate functions to the Manager which the Building Management Committee may only exercise by Resolution or functions which the Building Management Committee determines by Majority Resolution may only be exercised by the Building Management Committee.

## 6.4 Manager's Duties

The Manager's duties may include to:

- (a) ensure the proper operation, repair, maintenance and renovation and replacement of the Shared Facilities;
- (b) effect and maintain Insurance on behalf of the Members;
- (c) implement decisions made by the Building Management Committee;
- (d) carry out the Building Management Committee's obligations in respect of any maintenance agreement;
- (e) undertake secretarial and other functions arising from this Statement;
- (f) maintain taxation and other statutory records, provide a public office and obtain an Australian Business Number for the Building Management Committee, and ensure compliance with all legal obligations with respect to taxation;
- (g) comply with any obligations of the Building Management Committee under the Management Act or this Statement; and
- (h) comply with any other duties determined by Resolution.

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## 7. Shared facilities

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### 7.1 Shared Facilities

- (a) Shared Facilities are facilities and Services which are used by more than one Member or are located on the land of a Member but used by another Member.
- (b) A list of the Shared Facilities is set out in the Shared Facilities Schedule.
- (c) As at the date this Statement is registered:
  - (i) not all of the Shared Facilities may have been included in the Shared Facilities Schedule; and
  - (ii) not all of the Shared Facilities listed in the Shared Facilities Schedule will be constructed and available for use by the Parties.

### 7.2 Use of Shared Facilities

- (a) The Shared Facilities Schedule specifies which Members and Occupiers are entitled to use each Shared Facility. If the Shared Facilities Schedule does not specify entitlement, each Member is entitled to use and enjoy the Shared Facility unless a specific provision of this Statement provides otherwise.
- (b) Each Party must use the Shared Facilities only for their intended purpose and follow the directions of the Building Management Committee.
- (c) The Building Management Committee may make rules in relation to the use of any Shared Facility.

### 7.3 Maintenance of Shared Facilities

- (a) Except as otherwise specified in this Statement, the Building Management Committee must carry out or arrange for the carrying out of maintenance, repair, operation, renovation and replacement of the Shared Facilities.
- (b) The Building Management Committee may at its discretion enter into maintenance agreements with Contractors to maintain the Shared Facilities.

### 7.4 Damage to Shared Facilities

A Party must pay the costs of repair for any damage to the Shared Facilities caused by that Party.

## 8. Shared Costs

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### 8.1 Shared Costs

- (a) Subject to **clause 8.2**, the Building Management Committee must apportion the Shared Costs of a Shared Facility using the apportionment stated in the Shared Facilities Schedule.

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- (b) The Building Management Committee must advise each Member of its proportion of the Shared Costs and must levy Members for contributions in accordance with **clause 19**.
- (c) Each Member must pay its proportion of the Shared Costs.

## 8.2 Review of Shared Costs

- (a) Where a Shared Cost has been calculated on the basis of usage, a review of usage must be undertaken annually by the Building Management Committee to confirm that the percentage cost allocation in the Shared Facilities Schedule substantially reflects the actual usage by the respective Member.
- (b) If the actual usage of a Member is substantially different to the percentage cost allocation in the Shared Facilities Schedule the Parties must adjust the percentage cost allocation in the Shared Facilities Schedule to accord with the percentages of actual use.
- (c) The Building Management Committee may recover from a Member costs associated with a Member's unauthorised use of a Shared Facility for a purpose that is not the intended purpose for the Shared Facility set out in the Shared Facilities Schedule.

## 8.3 Government Agency Compliance

The Building Management Committee must:

- (a) arrange for the inspection of Shared Facilities if required by a Government Agency; and
- (b) obtain any certification of the Shared Facilities required by Law.

## 8.4 Powers of Building Management Committee

- (a) The rights under this **clause 8.4** do not apply during the Construction Period.
- (b) The Building Management Committee may vary, modify, add a new facility, repair, renew or replace the Shared Facilities.
- (c) The Building Management Committee may add Shared Costs or adjust the division of Shared Costs if required.

## 9. Access

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### 9.1 Access to Shared Facilities

- (a) Each Party must give the Building Management Committee, Members and Owners:
  - (i) access to and from the Shared Facilities by the most appropriate means provided access does not unreasonably interfere with that Members, Owners and Occupiers awful use of the area; and
  - (ii) access to operate, maintain, repair, renovate and replace the Shared Facilities.
- (b) Appropriate means of access to a Shared Facility does not include:  
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- (i) access through a Strata Lot without the prior consent of the Occupier of that Strata Lot; and
- (ii) any other means of access prohibited under this Statement.
- (c) Occupiers must give the Building Management Committee, Members, Owners and Occupiers access to use the Shared Facilities located within that Occupiers' Lot in accordance with the provisions of this Statement.
- (d) Reasonable notice must be given to an Occupier under **clause 9.1(a)** if access is required to maintain, repair or replace Shared Facilities.

## 9.2 Right to Access

Members, Owners and Occupiers who access parts of the Building in accordance with their rights set out in this Statement must not unreasonably interfere with other Members, Owners and Occupiers lawful use of the Building.

## 9.3 Emergency Access

In an emergency, each Member, Owner and Occupier must give to all Parties access to all exit routes in the Building.

## 9.4 Conditions of Access

Except in an emergency and unless otherwise specified in this Statement, Occupiers may determine the times and reasonable terms of access (including reimbursement of costs) under this **clause 9**.

## 9.5 Security Keys

- (a) The Building Management Committee may restrict access to the Building or parts of the Building by means of Security Keys.
  - (b) The Building Management Committee must make Security Keys available to:
    - (i) Owners; and
    - (ii) persons authorised by the Building Management Committee.
  - (c) The Building Management Committee may charge a reasonable fee and/or deposit for an additional or replacement Security key required by an Owner.
  - (d) An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Building Management Committee.
  - (e) A person to whom a Security Key is made available must:
    - (i) not duplicate or copy the Security Key;
    - (ii) immediately notify the Building Management Committee if the Security Key is lost, stolen or misplaced;
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- (iii) use reasonable endeavours to ensure the Security Key remains within that person's control;
- (iv) when requested by the Building Management Committee, immediately return the Security Key to the Building Management Committee; and
- (v) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

## **10. Developer access**

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While the Developer is an Owner of any Stratum Lot, and while the Developer requires access to Shared Facilities to rectify any defect in Shared Facilities pursuant to any agreement, warranty, contract or Law, the Developer is entitled to exercise all rights of access under clause 9.

## **11. Maintenance, repair and upgrading**

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### **11.1 Owners Corporation**

- (a) An Owners Corporation who is a Member must carry out its obligations under Section 106 of the Management Act.
- (b) An Owners Corporation who is a Member must not make a determination under Section 106(3) of the Management Act without the consent of the Building Management Committee.
- (c) If an Owners Corporation breaches **clause 11.1(b)**, the Owners Corporation must still maintain, renew, replace or repair the particular item which is the subject of the determination.
- (d) The obligations of a Stratum Lot Owner under **clause 11.1** commence on creation of an Owners Corporation with respect to the relevant Stratum Lot.

### **11.2 Stratum Lot Owners**

- (a) If a Member is not an Owners Corporation, the Member must properly maintain and keep in a state of good and serviceable repair that part of the Building within the relevant Member's Lot.
- (b) The obligations of the a Stratum Lot Owner under **clause 11.2(a)** commences upon the date being the date of first issue of a final occupation certificate with respect to the relevant Stratum Lot after the date of this Statement.

### **11.3 Access into other Members' areas**

Each Member must allow the other Members at reasonable times on reasonable notice to access that Member's Lot, or if the Member is an Owners Corporation, the Common Property of the relevant Strata Scheme, in order to have access to:

- (a) items within that Member's Lot; or
  - (b) the Common Property of the relevant Strata Scheme; or
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- (c) the site of any Easement,

to carry out repairs, maintenance, inspections, tests, renewals and replacements where alternative access is not reasonably available for is likely to be substantially more costly.

## 11.4 Exclusion

Clauses 11.1, 11.2 and 11.3 do not apply to the Shared Facilities.

## 12. Emergency Repairs

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### 12.1 Rights of access

- (a) The Building Management Committee and persons authorised by the Building Management Committee can enter and remain in all parts of the Building in order to carry out Emergency Repairs to the Building.
- (b) The Building Management Committee must cause as little inconvenience as is reasonable to Members and Occupiers in carrying out its rights under this clause given the type of emergency.

### 12.2 Negligence by Member

If the Emergency Repairs carried out by the Building Management Committee are a required as a result of the negligence of a Member or an Occupier, that Member is responsible to reimburse the Building Management Committee for those costs.

## 13. Upgrading and Redevelopment

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### 13.1 Works

Each Party acknowledges that upgrading and redevelopment works may be carried out to Common Property or to Lots within the relevant Strata Plan or to a Stratum Lot or to any of them.

### 13.2 Consent

The other Members agree to act reasonably and, if applicable, to not unreasonably withhold their consent in connection with any proposal by a Member to upgrade or redevelop all or part of the Building owned by the Member.

## 14. Construction period

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### 14.1 Construction Period

- (a) During the Construction Period the balance of the Building will be built in stages to be determined in the absolute discretion of the Developer.
- (b) During the Construction Period, the Parties must allow the Developer and the Developer's employees, contractors and consultants to carry out the Construction Works in any part of the Building on and from the date of this Statement without any
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need for the approval of the Parties, but subject to the terms of any easements and covenants and to the requirements of any Laws.

## 14.2 Consent

- (a) A Party must consent to, and must execute all documentation and do all things necessary to provide consent to, any plans and documents (including the creation of any Easements and covenants) as required by the Developer for the:
  - (i) carrying out of the Construction Works; and
  - (ii) completion of a stage or stages in the Building.
- (b) Each Member must:
  - (i) give consent to and do all things reasonably necessary, including signing all documents and passing resolutions; and
  - (ii) procure the consent of any mortgagee, chargee, covenant chargee, lessee or caveator of their Lot,

if required by the Developer for any matter contemplated under this **clause**.

## 14.3 Right to Access

The Parties will allow the Developer and the Developer's employees, contractors and consultants during the Construction Period to access all parts of the Building which the Developer reasonably requires to access for the purpose of:

- (a) carrying out the Construction Works for the relevant stage;
- (b) connecting, installing, extending, augmenting, maintaining or accessing any existing Services;
- (c) connecting, installing, extending, augmenting, maintaining or accessing any future Services; and
- (d) carrying out any work relating to the temporary propping or structural support of the Building.

## 14.4 Shared Facilities

The Parties will allow the Developer and the Developer's employees, contractors and consultants during the Construction Period access to the Shared Facilities and the Building for the purpose of:

- (a) connecting, installing, extending, augmenting, maintaining, temporarily disconnecting or accessing any Shared Facilities;
- (b) connecting or installing additional Shared Facilities;
- (c) relocating existing Shared Facilities; and
- (d) completing Construction Works on Shared Facilities.

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## 14.5 Repair

The Building Management Committee must procure the Developer to:

- (a) repair without delay any damage caused to the Common Property or other parts of the Building as a result of the Developer and the Developer's employees, contractors and consultants carrying out the works described in clause **14.3**;
- (b) not cause unreasonable inconvenience to the Parties as a result of the Developer and the Developer's employees, contractors and consultants carrying out the works described in **clause 14.3**.

## 15. Financial matters & insurance

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### 15.1 Administrative and Sinking Fund

- (a) The Building Management Committee must establish an administrative fund and a sinking fund within 3 months of registration of this Statement.
- (b) Until such time as a sinking fund report is completed and received by the Building Management Committee, the sinking fund may be determined by the Building Management Committee to be a nominal amount.
- (c) As soon as practicable after the sinking fund report is completed and received by the Building Management Committee, the Building Management Committee must determine the contribution of each Member to the sinking fund, having regard to the Shared Facilities and to the recommendations of the sinking fund report.
- (d) The administrative fund and sinking fund must be maintained by the Manager or if no Manager is appointed, by the Building Management Committee.
- (e) The administrative fund must be used to pay the costs of:
  - (i) operating and maintenance of the Shared Facilities (including energy and water usage);
  - (ii) Insurance;
  - (iii) administration; and
  - (iv) any other costs which are not amounts which are to be paid from the sinking fund.
- (f) The Building Management Committee must use the sinking fund to pay the costs of renewal or replacement of the Shared Facilities.

### 15.2 Budget

- (a) The Building Management Committee must determine a budget for each 12 month period.
  - (b) The budget must be based on an estimate of the costs and expenditures to:
    - (i) pay Shared Costs;
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- (ii) pay any Management Fees;
  - (iii) effect the Insurances; and
  - (iv) satisfy any obligation of the Building Management Committee under this Statement or the Management Act.
- (c) The budget must contain details of:
- (i) each item or matter, including Shared Costs, for which a Member is responsible;
  - (ii) each Member's proportion of a particular matter or item;
  - (iii) the amount of that proportion to be paid into the sinking fund and administrative fund (if applicable); and
  - (iv) the amount and date of each payment which a Member must make.
- (d) The budget must reflect that until the completion of the Building, only some of the Shared Facilities will be operational.

## 15.3 Year End

- (a) The Building Management Committee must determine the Year End for accounting purposes.
- (b) The budget must be for the relevant Year.

## 15.4 Notice of Payment to Members

The budget must be submitted to each Member together with a notice advising:

- (a) the total expenditure for the 12 month period to which the budget relates;
- (b) the amount that each Member must pay in the 12 month period to the administrative and sinking funds in accordance with the budget; and
- (c) the date each payment is due.

## 15.5 Payment by Members

- (a) The Building Management Committee must levy Members for contributions it will need for its administrative fund and sinking fund based on the budget for each Year.
- (b) A Member must pay each amount on the date the payment is due.
- (c) If a Member fails to pay an amount owing when it is due and payable, that Member becomes a Defaulting Member.

## 15.6 Interest for Late Payment

- (a) A Defaulting Member must pay interest on each amount not paid on time from and including the date on which the payment was due until the date it is paid.

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- (b) The Building Management Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the Building Management Committee's bank, building society or credit union at the time of default.
- (c) A certificate from the Building Management Committee's bank, building society or credit union stating the interest rate is final and binding on a Member.

## 15.7 Financial Statement

As soon as practicable, but no later than 3 months, after the expiration of each 12 month period, the Building Management Committee must provide each Member with an audited financial statement for the funds of the Building Management Committee.

## 15.8 Additional Amounts Payable

If the amounts payable or paid into one or both of the funds are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to enable the Building Management Committee to carry out its obligations under this Statement and the Management Act.

## 15.9 Deposit of Moneys

The Building Management Committee must:

- (a) deposit all amounts received from Members into its administrative fund and sinking fund as applicable;
- (b) apply all amounts towards the payment of all invoices, statements and accounts of the Building Management Committee; and
- (c) if the deposit moneys accrue interest, credit the interest to the account of the Building Management Committee.

## 15.10 Dispute

- (a) If there is a dispute about the payment of an amount, before resolution of the dispute, each Member must pay the amounts advised.
- (b) After resolution of the dispute, the Building Management Committee must make an appropriate adjustment or payment.

## 15.11 Surplus Funds

The Building Management Committee may decide to distribute surplus funds to the Members by Majority Resolution (having regard to the proportions in which the Members contributed the surplus funds).

## 16. Books and Records

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### 16.1 Obligations of the Building Management Committee

- (a) The Building Management Committee must:
    - (i) keep records and books of account of all the amounts payable and payments made under this Statement;
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- (ii) enter all matters and transactions usually entered in books of account kept by property managers;
  - (iii) keep a copy of this Statement;
  - (iv) keep copies of all agendas, motions and minutes;
  - (v) hold the executed agreement with the Manager and any other agreements it has entered into in relation to Shared Facilities;
  - (vi) keep the details of Representatives and Substitute Representatives in accordance with **clause 4.3**;
  - (vii) keep audit reports and budgets;
  - (viii) keep notices served on the Building Management Committee and notices served by the Building Management Committee; and
  - (ix) keep insurance records.
- (b) The Building Management Committee must retain all records, agreements and books of account for a period of 6 years.

## 16.2 Inspection of Books and Records

- (a) Members and persons authorised by Members may inspect the Building Management Committee's records by:
- (i) applying in writing to the Building Management Committee; and
  - (ii) paying the Building Management Committee a fee (determined by the Building Management Committee acting reasonably).
- (b) Copies may be taken by persons inspecting the records under **clause 16.2(a)** so long as the Building Management Committee is reimbursed for any costs incurred.

## 17. Insurances

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### 17.1 Insurances

- (a) The Building Management Committee must:
- (i) effect building insurance in accordance with the Act or the Conveyancing Act 1919 (NSW) as applicable including in respect to a damage policy pursuant to item 3 of 'Schedule 8A Building s' Conveyancing Act 1919 (NSW);
  - (ii) effect machinery breakdown insurance for Shared Facilities (which are not covered under warranty);
  - (iii) effect public liability insurance for Shared Facilities;
  - (iv) effect workers compensation insurance if required by Law;
  - (v) effect enough insurance cover to pay for increased costs during the period of insurance;
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- (vi) against the possibility of the Owners becoming jointly liable by reason of a claim arising in respect of any other occurrence against which the Building Management Committee decides to insure;
  - (vii) against any damages for which the Building Management Committee could become liable by reason that, without fee or reward or any expectation of fee or reward, a person acting on behalf of the committee does work in the Building or on its site; and
  - (viii) effect any other type of insurance which the Building Management Committee determines by Resolution (such as office bearers liability insurance or workers compensation insurance).
- (b) Each Member must have a current public liability insurance policy at all times.

## 17.2 Insurance Policies

The Building Management Committee must take out each policy:

- (a) in the joint names of each Member; and
- (b) if applicable, in the name of a mortgagee under a mortgage for that person's respective rights and interests.

## 17.3 Review Insurances

The Building Management Committee must:

- (a) review the Insurances at least once every 12 months;
- (b) have the Building valued for insurance purposes by a qualified valuer at least once every 24 months; and
- (c) immediately effect new insurance or adjust existing Insurances if there is an increase in or a new risk to the Building.

## 17.4 Payment of Premiums

The Building Management Committee must ensure that the Members pay the premiums in the proportions set out in **Schedule 2 - Division of costs for Shared Facilities**.

## 17.5 Affect Insurances

- (a) A Party must not at any time do anything that might:
    - (i) void or prejudice the Insurances; or
    - (ii) increase the Insurance premiums,except with the consent of the Building Management Committee.
  - (b) If a Party does anything to increase an Insurance premium, the Member must pay the increased amount.
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## 18. Use by a Party of property

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If a Party is permitted to occupy or use or have access to or from any part of another Party's property in the Building, that Party:

- (a) does so at its own risk; and
- (b) releases the other Party from any:
  - (i) claim and demand of any kind; and
  - (ii) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Buildings,

unless the damage, death or injury is caused by the negligence of that Party.

## 19. General disputes

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### 19.1 Notice of Dispute

- (a) Members must endeavour in good faith to resolve a dispute about this Statement before they take action under this **clause**.
- (b) A Member may at any time notify the other Members of a dispute in connection with this Statement.
- (c) A notice advising of a dispute must:
  - (i) identify the subject matter of the dispute;
  - (ii) state the facts upon which the Member relies;
  - (iii) identify the provisions of the Statement relevant to the dispute;
  - (iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of the Member giving the notice; and
  - (v) contain any particulars of the amount in dispute (if any).
- (d) Members must use all reasonable endeavours to resolve a dispute within 10 Business Days after a notice is served under **clause 19.1(c)**.
- (e) If the dispute is not resolved within 10 Business Days from the time of receipt of the notice referred to in **clause 19.1(b)**, a Member may (in the event the Tribunal has jurisdiction in respect of this Statement and the Building) by written notice request the Building Management Committee to convene a meeting to discuss whether to:
  - (i) refer the dispute for mediation under Part 12 Division 2 of the Management Act; or
  - (ii) if the dispute is not appropriate for mediation, apply for an order under Part 12 Division 4 of the Management Act.

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## 19.2 Appointment of an Expert

- (a) If the meeting decides not to refer the dispute for mediation or apply for an order or makes no decision, a Member may within a period of 5 Business Days from the meeting, submit the dispute for decision by an Expert.
- (b) If each Member cannot agree to and jointly appoint an Expert, any of them may request the President of the Law Society of NSW to appoint an appropriate Expert given the nature and subject of the dispute.
- (c) The Expert acts as an expert and not as an arbitrator.
- (d) Except as to matters of Law, the Expert's decision including any decision about an expense arising from the dispute, is final and binding on each Member.
- (e) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.
- (f) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the dispute.
- (g) Each Member may make written submissions to the Expert about the dispute and costs.

## 19.3 Submission to Expert

- (a) If a Member makes a submission, that Member must:
  - (i) submit it within 10 Business Days of the appointment of the Expert; and
  - (ii) provide the other Members with a copy of submissions within 24 hours of submission to the Expert.
- (b) A Member who makes a submission must:
  - (i) co-operate with the Expert; and
  - (ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that person and relevant to the matter to be determined.
- (c) **Clause 19.3(b)** does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.
- (d) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquiries.

## 19.4 Expert's Determination

The Expert must:

- (a) give reasons for the determination; and
  - (b) determine how the cost of any determination is paid.
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## 19.5 Commencement of Action

- (a) A Member is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this **clause**.
- (b) When a dispute concerns a matter that falls within the jurisdiction of the Tribunal (if and when applicable), legal proceedings must, in the first instance, be commenced in the Tribunal.

## 20. Notices and Service

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### 20.1 Notices

- (a) A notice or communication under this Statement must be in writing in English.
- (b) A notice or communication under this Statement may be given:
  - (i) by hand, delivered personally to the addressee;
  - (ii) by facsimile transmission;
  - (iii) by email; or
  - (iv) by security post.
- (c) A notice is deemed to be given:
  - (i) if sent by hand, at the time of delivery;
  - (ii) if sent by facsimile transmission, at the time the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time recorded on the transmission report;
  - (iii) if sent by email, at the time a delivery confirmation report is received by the sender, which records the time that the email was delivered to the addressee's last notified email address and is prima facie evidence of its receipt by the addressee; and
  - (iv) if sent by security post, at the time that the recipient or its agent acknowledges receipt.

### 20.2 Service by Facsimile

Clause 20.1(c)(ii) does not apply if:

- (a) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
- (b) the transmission report of the sender indicates a faulty or incomplete transmission.

### 20.3 Service by Email

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**Clause 20.1(c)(iii)** does not apply if the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the addressee.

## 20.4 Address

- (a) Each Member must address a notice to the Representative of a Member as notified under **clause 4.3(a)**.
- (b) Anything done by a Representative of a Member appointed to the Building Management Committee has the same effect as if the Member did it.
- (c) All notices required or permitted to be given to the Building Management Committee under this Statement must be in writing, addressed to the Secretary of the Committee and delivered or posted to the following address or transmitted by email or facsimile transmission to the following address or number:

Street Address: Suite 301, Level 3, 191 Redfern Street, Redfern NSW  
2016

Email address [admin@deicorp.com.au](mailto:admin@deicorp.com.au)

Facsimile Number: 02 8665 4111

Attention: The Secretary, Building Management Committee -  
North Village, 133-149 Samantha Riley Drive,  
Kellyville, NSW

## 21. General

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### 21.1 Waiver

A provision of or right created under this Statement may only be:

- (a) waived if the waiver is in writing and signed by the Member granting the waiver; or
- (b) varied if the variation is in writing and signed by each Member.

### 21.2 Exercise of a right

- (a) A Member may exercise a right:
  - (i) at the Member's discretion; and
  - (ii) separately or together with another right.
- (b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.
- (c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

### 21.3 Severance

- (a) Subject to clause 21.3(b):
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- (i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
  - (ii) if, despite **clause 21.3(a)(i)**, a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
  - (iii) in any other case, the whole provision must be severed.
- (b) If an event under **clause 21.3(a)** occurs, the remainder of this Statement continues in full force and effect.

## 21.4 Consent

Subject to an express provision in this Statement, a Member may in the Member's absolute discretion:

- (a) give the Member's consent conditionally or unconditionally; or
- (b) withhold the Member's consent.

## 21.5 Entire Statement

This Statement constitutes the entire agreement of each Member and supersedes all prior discussions, undertakings and agreements.

## 21.6 To the extent the Law permits

The terms of this Statement apply to the extent the Law permits.

## 21.7 Cumulative rights

A Member's rights under this Statement are in addition to the rights of the Members at Law.

## 21.8 Further assurances

Each Member at the Member's own expense must:

- (a) do everything reasonably necessary to give effect to:
  - (i) this Statement; and
  - (ii) the transactions contemplated by this Statement, including the execution of documents; and
- (b) make a reasonable effort to cause relevant third parties to do likewise.

## 22. Supermarket Premises

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### 22.1 Application

This clause 22 only applies while the Supermarket Occupier is in occupation of the Supermarket Premises.

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## 22.2 Definitions

In this clause 22:

- (a) **Car Park** means those areas of the Building constructed for the parking of motor vehicles by customers of the retail centre located within Lot 1 and Lot 2.
- (b) **Development Consent** means a consent to a development application issued under the Environmental Planning and Assessment Act 1979 (NSW) (including development consent reference No. 799/2015/JP) and the expression includes a complying development certificate and all amendments and modifications to a consent or complying development certificate.
- (c) **Loading Dock** means the loading dock in the Building.
- (d) **Main Circular Driveway Plan** means the plan attached to this Statement (being, to avoid doubt, the plan entitled 'Loading Dock Plan').
- (e) **Supermarket Occupier** means:
  - (i) initially ALDI Foods Pty Limited ACN 086 210 139 or a related entity as contemplated by the Corporations Act 2001 (Cth);
  - (ii) any of ALDI Foods Pty Limited's successors or assignees; or
  - (iii) any other entity occupying and operating a supermarket business at the Supermarket Premises.
- (f) **Supermarket Premises** means that part of the Building occupied by the Supermarket Occupier and used as an ALDI supermarket or any other subsequent general retail supermarket store.

## 22.3 Amending this clause

This clause can only be amended with the prior written consent of the Supermarket Occupier and the owner of the Stratum Lot within which the Supermarket Premises are located.

## 22.4 General

- (a) If there is any inconsistency between the provisions of this Statement or any rules or determination or Resolution of the Building Management Committee and the terms of any Development Consent in respect of the Supermarket Premises, then the provisions of the Development Consent prevail.
- (b) Notwithstanding anything to the contrary in this Statement, the Supermarket Occupier is not required to do anything or refrain from doing anything which would put it in breach of any Development Consent in respect of the Supermarket Premises.

## 22.5 Matters relevant to the Developer

Notwithstanding anything to the contrary in this Statement, when carrying out Construction Works, development, upgrades or other works in the Building, the Developer must not, without the prior written consent of the Supermarket Occupier (which must not be unreasonably withheld):

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- (a) do anything that would in any way interfere with the normal business being conducted from the Supermarket Premises;
- (b) do anything that would in any way impact in an adverse way on the Supermarket Premises or areas licensed or used by the Supermarket Occupier in the Building; or
- (c) do anything that would in any way interfere with or impact in an adverse way on the Shared Facilities used in association with the Supermarket Premises or areas licensed or used by the Supermarket Occupier in the Building.

The Supermarket Occupier shall be deemed to have consented if a request for consent is made and a response not received by the Developer within 21 days of the request being made.

## 22.6 Matters relevant to the Building Management Committee

- (a) Notwithstanding anything to the contrary in this Statement, the Building Management Committee and each relevant Member may not without the prior written consent of Supermarket Occupier (which must not be unreasonably withheld):
  - (i) adopt a code or make any rule, Resolution or determination which would have an adverse effect on the Supermarket Premises or areas licensed or used by the Supermarket Occupier in the Building or the business being conducted from the Supermarket Premises;
  - (ii) do anything that would in any way interfere with or impact in an adverse way on the Shared Facilities used in association with the Supermarket Premises; or
  - (iii) carry out any works in the Supermarket Premises and it is expressly acknowledged and agreed that any works consented to, other than Emergency Repairs, are to be done outside normal trading hours of the Supermarket Occupier.

The Supermarket Occupier shall be deemed to have consented if a request for consent is made and a response not received by the Building Management Committee or each relevant Member (as the case may be) within 21 days of the request being made.

- (b) Each Member and the Building Management Committee must:
  - (i) ensure all areas in Lot 1 and Lot 2 permitting access to and egress from the Supermarket Premises and areas licensed to the Supermarket Occupier are kept open during those hours the Supermarket Occupier is permitted to trade from the Supermarket Premises pursuant to a current Development Consent;
  - (ii) ensure the Shared Facilities used in connection with the Supermarket Premises are kept operating and available for use by the Supermarket Occupier during those hours the Supermarket Occupier is permitted to trade from the Supermarket Premises pursuant to the Development Consent and during those hours the Supermarket Occupier is permitted to make deliveries to the Supermarket Premises and areas licensed to the Supermarket Occupier in the Building; and

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- (iii) instruct the Manager and any facilities manager to ensure this occurs.

## 22.7 Use of the Supermarket Premises

- (a) Notwithstanding anything to the contrary in this Statement, the Supermarket Occupier does not require the consent of the Building Management Committee, the Manager or any facilities manager in order for it to deliver and transport goods, stock, services, furniture and equipment to and from the Supermarket Premises and the Loading Dock.
- (b) Notwithstanding anything to the contrary in this Statement, the Supermarket Occupier does not require the consent of the Building Management Committee, the Manager or any facilities manager in order for it to carry out fit out works which are required in order for it to conduct its business from the Supermarket Premises and any area used or licensed by the Supermarket Occupier and which are permitted by a valid development consent.
- (c) Notwithstanding anything to the contrary in this Statement, each Party acknowledges the Supermarket Premises are used as a retail store and each Party agrees it will not make any objection or claim in respect of:
  - (i) the use of the Supermarket Premises as a retail store in accordance with the Development Consent;
  - (ii) the use by the Supermarket Occupier of the Shared Facilities, the Loading Dock and other parts of the Building permitted to be used by it by either this Statement, a current lease or a current Development Consent;
  - (iii) any signage in respect of the Supermarket Occupier's business installed in accordance with a Development Consent.
- (d) The Supermarket Occupier:
  - (i) agrees it will conduct its business from the Supermarket Premises in accordance with the requirements of the Development Consent or Development Consents relevant to the Supermarket Premises;
  - (ii) agrees it will give the Building Management Committee copies of all consents relevant to its business or the Supermarket Premises within 14 days of request from the Building Management Committee;
  - (iii) agrees that it will give the Building Management Committee copies of all plans and specifications relevant to the fitout and use of the Supermarket Premises within 14 days of request from the Building Management Committee or any Member; and
  - (iv) agrees to permit access to the Loading Dock in priority over the rights of the Supermarket Occupier, to any authority or contractor engaged to collect garbage, recycling and refuse or other items from the Building.

## 22.8 Use of the Main Circular Driveway

- (a) Notwithstanding anything to the contrary in this Statement, but subject to the terms of any relevant Development Consent, the vehicular access area shown on the Main
-

# DP1230087

Circular Driveway Plan must be made available for access to the Loading Dock at all times by the Supermarket Occupier, its employees, agents and contractors in articulated vehicles not exceeding in length 15.3 meters and not exceeding a height of 4.5 meters.

- (b) The Building Management Committee must provide the Supermarket Occupier with sufficient security keys and details of access codes to enable the Supermarket Premises and any area licensed or used by the Supermarket Occupier to be occupied in accordance with the Development Consent in respect of the Supermarket Premises.

## 22.9 Car Park

- (a) The Car Park may be accessed and used by customers, visitors and other parties authorised by Supermarket Occupier free of charge for the first 3 hours.
  - (b) The Building Management Committee must not, and must not authorise or permit any other party to, charge a fee to customers, visitors and other parties authorised by Supermarket Occupier for the first 3 hours of use of the Car Park.
-



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## Schedule 1 - List of Shared Facilities

Clauses 7 (“Shared facilities”) and 8 (“Shared Costs”) [without limitation to any other provision of this building management statement] have important provisions about the use, costs and operation of Shared Facilities. This schedule should be considered in the context of clauses 7 and 8, along with all other provisions as applicable.

SF	Shared Facility	Description	Member benefited
SF 1	Fire stairs and the egress paths within the Building known as SC1, SC2, SC3 and SC 8 – Building A Level 3 and below	<p>This Shared Facility includes all fire stairs and egress paths within The North Village. Costs include:</p> <ul style="list-style-type: none"> <li>(a) cleaning maintenance;</li> <li>(b) annual certification; and</li> <li>(c) repairs and maintenance.</li> </ul>	Lots 1, 2 and 3
SF 2	Essential fire services	<p>The essential fire services are an integrated fire system located throughout The North Village including, without limitation:</p> <ul style="list-style-type: none"> <li>(a) the combined fire hydrant and sprinkler system and all booster pumps, valves, storage tanks and pipework associated with the fire hydrant and sprinkler system;</li> <li>(b) the fire pump and fire control room;</li> <li>(c) all fire hose reels and fire extinguishers;</li> <li>(d) the fire line rental and test calls;</li> <li>(e) the EWIS and fire alarm systems including speakers, alarms and associated electrical components;</li> <li>(f) the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;</li> <li>(g) stair pressurisation systems including all motors, fans, ducting, grills, filters, electrical components and other items that form part of the stair pressurisation systems;</li> <li>(h) the emergency lighting system including all light fittings, batteries and other components forming part of the emergency lighting system;</li> <li>(i) the fire indicator panel and mimic panel together with their associated electrical components; and</li> <li>(j) all other items and features associated with the integrated fire system.</li> </ul>	All Members

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SF	Shared Facility	Description	Member benefited
		<p>Costs for essential fire services also include the costs to comply with any obligations of the Building Management Committee regarding fire safety such as testing, reporting and annual certification.</p> <p>This does not include additional fire safety equipment or services installed in a Lot by a Member, Owner or Occupier and does not include any fire stairs.</p>	
SF 3	Shared driveways and ramps – Building A	<p>This Shared Facility includes all shared driveways and ramps within Building A in The North Village.</p> <p>Costs include:</p> <ul style="list-style-type: none"> <li>(a) cleaning maintenance;</li> <li>(b) lighting globe replacement;</li> <li>(c) line markings;</li> <li>(d) signage; and</li> <li>(e) repairs and maintenance.</li> </ul>	Lots 1, 2 and 3
SF 4a	Garage roller door on ramp 2 Hezlett Road	This Shared Facility includes costs of repair, maintenance and replacement and electricity costs.	Lots 1, 2 and 3
SF 4b	Garage roller door on ramp 1 Hezlett Road	This Shared Facility includes costs of repair, maintenance and replacement and electricity costs.	All Members
SF 5	Mechanical risers and air intake plant room and associated equipment – Building A	<p>This Shared Facility includes the air intake plant room and plant room, all associated equipment and all mechanical risers located on all levels of Building A.</p> <p>Costs include:</p> <ul style="list-style-type: none"> <li>(a) cleaning, repairs and maintenance of rooms and associated equipment; and</li> <li>(b) repairs and maintenance and the replacement of the mechanical risers.</li> </ul>	Lots 1, 2 and 3
SF 6	Electrical switch room and substation chamber	<p>This Shared Facility includes:</p> <ul style="list-style-type: none"> <li>(a) the electrical switch room and substation chamber located on basement level of The North Village;</li> <li>(b) includes the room, the switchboard, shared metres, controls, cooling and associated equipment;</li> <li>(c) cleaning, maintenance, repairs and replacement; and</li> <li>(d) lighting globe replacement.</li> </ul>	All Members

# DP1230087

SF	Shared Facility	Description	Member benefited
SF 7	Gutters and downpipes - Building A Level 3 and below	This Shared Facility includes all guttering and downpipes located on the exterior of the building.  Costs include cleaning, repairs and maintenance.	Lots 1, 2 and 3
SF 8	Exterior paintwork and render and exterior architectural/façade embellishments – Building A Level 3 and below	This Shared Facility includes all exterior surfaces which are painted and/or rendered.  Costs include cleaning, repair and replacement of the render, maintenance and repainting.	Lots 1, 2 and 3
SF 8a	Exterior paintwork and render and exterior architectural/façade embellishments – Building A Level 3 and above, B and C Level 1 and above	This Shared Facility includes all architectural façade embellishments and exterior surfaces. Costs include cleaning, repair and maintenance.	Lots 3 and 4
SF 9	Subsurface drainage system, OSD tank and stormwater infrastructure – Building A Level 3 and above	This Shared Facility includes: (a) stormwater; and; (b) the drainage system for The North Village including draining for roof water, downpipes, hydraulic pipes and stormwater drainage; and (c) all hydraulic, subsoil pumps, onsite detention tanks, pits and stormwater grates and drains.  Costs include repairs and maintenance and the replacement of the subsurface drainage system and stormwater.  This shared facility does not include any parts of the drainage system which are for the exclusive use of a Member, Owner or Occupier.	Lots 1, 2 and 3
SF 10	Plant rooms and associated equipment	The plant rooms include: <ul style="list-style-type: none"> <li>• ventilation;</li> <li>• smoke extraction system;</li> <li>• gas, water, drainage; and</li> <li>• cleaning and lighting.</li> </ul>	Lots 1, 2 and 3

# DP1230087

SF	Shared Facility	Description	Member benefited
SF 11	Insurance	Costs for insurance include: <ul style="list-style-type: none"> <li>(a) premiums for insurance policies effected by the Building Management Committee (whether required by law or under this Statement); and</li> <li>(b) excesses on insurance policies effected by the Building Management Committee <u>(whether required by law or under this Statement)</u>; and</li> <li>(c) insurance broker fees; and</li> <li>(d) other costs incurred by the Building Management Committee to affect an insurance policy or under an existing policy.</li> </ul>	All Members
SF 12	Security systems	Security systems include: <ul style="list-style-type: none"> <li>(a) all security items giving access to Shared Facilities and vehicular access into the carpark levels of The North Village;</li> <li>(b) security guards contracted by the Building Management Committee to provide manned security services and patrols for The North Village;</li> <li>(c) Security Keys (and equipment for encoding Security Keys);</li> <li>(d) security cameras in Common Property and Shared Facilities;</li> <li>(e) security equipment (for example, computers, monitors) monitoring security cameras in Common Property or Shared Facilities;</li> <li>(f) the security access card readers located at all entrances to the car parks within the Building; and</li> <li>(g) any security room.</li> </ul>	All Members

# DP1230087

SF	Shared Facility	Description	Member benefited
SF 13	Electricity to the two basement car parks	<p>This Shared Facility comprises the costs for electrical consumption for Shared Facilities located in the two basement car parks and includes the electricity provided to:</p> <ul style="list-style-type: none"> <li>(a) sewer pump station;</li> <li>(b) fire stairs;</li> <li>(c) essential fire services; and</li> <li>(d) lighting.</li> </ul> <p>This does not include:</p> <ul style="list-style-type: none"> <li>(a) costs for electrical consumption by an individual Member, Owner or Occupier; and</li> <li>(b) electrical wires, cables and ducts which are for the exclusive use of a Member, Owner or Occupier.</li> </ul>	All Members
SF 14	Not used	N/A	N/A
SF 15	Facilities manager	<p>This shared service (if provided) includes, without limitation the services provided by the facilities manager appointed by the Building Management Committee to supervise the operation, routine and non-routine maintenance, repair and replacement of the Shared Facilities. Costs for facilities management services include, without limitation:</p> <ul style="list-style-type: none"> <li>(a) management fees and other fees (including the supervision fee) that the Building Management Committee must pay the facilities manager pursuant to the applicable contract in place with the facilities manager;</li> <li>(b) other costs incurred by the Building Management Committee (including office rental, printing, stationery costs, office equipment, phone and internet provision) pursuant to the applicable contract in place with the facilities manager; and</li> <li>(c) costs associated with routine and non-routine maintenance and repair of Shared Facilities in The North Village.</li> </ul>	All Members
SF 16	Manager	<p>This shared service (if provided) includes, without limitation, the services provided by the Manager appointed by the Building Management Committee pursuant to clause 6 of this Statement. Costs for management services include, without limitation:</p> <ul style="list-style-type: none"> <li>(a) management fees and other fees that the Building Management Committee must pay the Manager pursuant to the applicable contract in</li> </ul>	All Members

# DP1230087

SF	Shared Facility	Description	Member benefited
		place with the Manager; (b) other costs incurred by the Building Management Committee pursuant to the applicable contract in place with the Manager (including bank fees and disbursements); (c) costs incurred by the Building Management Committee to maintain its records (including its financial records) in accordance with the requirements of this Statement; (d) printing, stationery, photocopying and postage costs incurred by the Building Management Committee for all Building Management Committee correspondence; and (e) costs associated with the sinking fund established by the Building Management Committee for the renewal and replacement of Shared Facilities.	
SF 17	Accounting, audits and taxation	This shared service includes the costs for accounting, auditing and taxation advice by a qualified accountant and/or auditor appointed by the Building Management Committee pursuant to this Statement. Its includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic access.	All Members
SF 18	Legal fees	This shared service comprises legal fees incurred by the Building Management Committee.	All Members
SF 19	Consultants fees	This shared service includes consultant's costs including, without limitation: (a) consultant's fees incurred by the Building Management Committee; (b) preparation of a sinking fund forecast report; and (c) preparation of a W H & S audit report and any other reports required by the Building Management Committee.	All Members
SF 20	Facility manager's office	This shared service includes fees incurred by the Building Management Committee in fitting out the facility manager's office, including electricity, refurbishment etc. (or the office of the Manager, if applicable, or both).	All Members
SF 21	Lighting	This Shared Facility relates to all the shared awning lighting on Winning Street, Beaton Street and Hezlett Road and lighting in the shared access ways.	All Members
SF 22	MATV system	This Shared Facility relates to the 'Master Antenna Television System'.	All Members

# DP1230087

SF	Shared Facility	Description	Member benefited
SF 23	Pest control	This shared service relates to the treatment of the garage basement areas and shared access ways for pests and rodents.	All Members
SF 24	Ramp and garage door – Building A, B2 to B3	This Shared Facility provides access to and from B2 to the residential secure carpark located on level B3. Items include the ramps and garage door and motor. Costs include line marking, cleaning repairs and maintenance.	Lot 3
SF 25	Open space areas	This shared open space area is located between the: <ul style="list-style-type: none"> <li>(a) building comprised in Lots 1, 2 and 3; and</li> <li>(b) the building comprised in Lot 4,</li> </ul> and the shared open space area includes the garden furniture, children’s play equipment, BBQ, retaining walls and landscaped areas and also the street frontages of The North Village. Costs include cleaning, landscaping, repairs and maintenance.	All Members
SF 26	Garbage holding area	This shared area is located on Level B3 and is for the storage of garbage and recycling bins for The North Village. Costs include any cleaning, repairs, maintenance of this area.	All Members
SF 27	Goods lifts	These share lifts are used to transport goods, garbage and recycling bins from Basement Level 3 to the Loading Dock area for collection. Costs include repairs and maintenance contracts, cleaning and electricity.	All Members
SF 28	Retail Loading Dock	The area known as the Retail Loading Dock is identified as ‘Retail Loading Dock’ in the Loading Dock Plan included within this Statement immediately preceding this Schedule 1.  The Retail Loading Dock is a shared facility used: <ul style="list-style-type: none"> <li>(a) for the retail and supermarket lots for their deliveries; and</li> <li>(b) for the residential lots for the removal of their waste and recycling only (but not for moving in and out of the Building).</li> </ul> To avoid doubt, the Retail Loading Dock area excludes the areas licensed by the Owner of Lot 2 to the Supermarket Occupier as applicable from time to time, including the areas marked on the Loading Dock Plan as ‘Supermarket Loading Dock’ and ‘Compactor’.	All Members
SF 29	Residential Block A lifts AL1, AL4 and SC10 stairs on Hezlett Road	The residential lifts known as AL1, AL4 and SC10 are a Shared Facility to enable the residents of block A access to their building along with the retail and supermarket lots to access their rooftop equipment from time to time. Costs include cleaning, service contracts, repairs and maintenance.	Lots 1, 2 and 3

# DP1230087

SF	Shared Facility	Description	Member benefited
SF 30	Mall	The mall area within Lots 1 and 2 identified as such on the master plans for the Building is a Shared Facility for the supermarket and retail lots. Costs include repairs, maintenance and cleaning costs.	Lots 1 and 2
SF 31	Travelator	The travelator providing access between Level 1 and Basement 1 is a Shared Facility. Costs include repairs and maintenance contracts, cleaning and electricity.	Lots 1 and 2
SF 32	Garbage and recycling collection	This shared service involves the costs associated with removing the residential garbage and recycling from The North Village. Costs include any contracts entered into for the purposes of residential garbage removal and recycling.	Lots 3 and 4
SF 33	Residential hot water system	The hot water system is a Shared Facility servicing all residential buildings. Costs include repairs, maintenance and replacement.	Lots 3 and 4
SF 34	Bathrooms Level 1	The bathrooms located in the retail area are a Shared Facility for usage by customers of the retail and supermarket lots. Costs include cleaning, sanitary service contracts, repairs and maintenance.	Lots 1 and 2
SF 35	Lift AL3	The retail lift known as AL3 is a Shared Facility to enable the customers of the retail and supermarket lots to access the shopping level and basement parking areas. Costs include cleaning, service contracts, repairs and maintenance.	Lots 1 and 2
SF 36	Grease arrestor	The grease arrestor located in Basement Level 2 is a Shared Facility and costs associated with it include cleaning, repairs and maintenance.	Lots 1 and 2
SF 37	Bike storage Level B1	The bike storage areas located on level B1 are a shared area. Costs include line marking, cleaning, repairs and maintenance.	Lots 1 and 2
SF 38	Trolley bays Building A Level B2	The trolley bays located on level B1 of Building A are a Shared Facility. Costs include line marking, cleaning, repairs and maintenance.	Lot 2
SF 39	Signage	The area located on the Building façade at the back of the AL1 and AL2 lift shaft on Hezlett Road facing Beaton Road, and depicted on the 'Signage Elevations' drawings prepared by Donaldson Worrard Architects Pty Ltd (and included at Annexure D in the original lease to ALDI Foods Pty Limited of part of Lot 2) is for the use of the Owner of Lot 2 (including any Occupier of Lot 2 or part thereof duly authorised by the Owner of Lot 2) for advertising purposes.	Lot 2
SF 40	Shared Facilities not listed above	These are facilities within The North Village that two or more Members share and any Service that more than one Member benefits from which are not expressly listed elsewhere in this Schedule 1.	Each Member that shares or benefits from the facility or service

DP 1230007

## Schedule 2 - Division of costs for Shared Facilities

This Schedule 2 sets out the percentage of the total cost for each shared facility (including a shared service or shared area) as set out in Schedule 1 that each Member must pay. See Schedule 1 for an explanation of each shared facility (including a shared service or shared area).

No.	Shared Facility	Lot 1 Retail	Lot 2 Supermarket	Lot 3 Residential Block A	Lot 4 Residential Block B and C	Method of Dividing Costs
SF 1	Fire stairs and the egress paths within the Building known as SC1, SC2, SC3 and SC 8 – Building A Level 3 and below	28%	24%	48%	0%	Gross Floor Area Building A - Level 3 down
SF 2	Essential Fire Services	12%	32%	25%	31%	Number of Car Spaces - All
SF 3	Shared driveways and ramps – Building A	18%	45%	37%	0%	Number of Car Spaces Building A
SF 4a	Garage roller door on ramp 2 Hezlett Road	18%	45%	37%	0%	Number of Car Spaces Building A
SF 4b	Garage roller door on ramp 1 Hezlett Road	18%	45%	18%	19%	Number of Car Spaces Building A
SF 5	Mechanical risers and air intake plant room and associated equipment – Building A	18%	45%	37%	0%	Number of Car Spaces Building A
SF 6	Electrical switch room and substation chamber	7%	6%	35%	52%	Gross Floor Area
SF 7	Gutters and downpipes - Building A Level 3 and below	28%	24%	48%	0%	Gross Floor Area Building A - Level 3 down
SF 8	Exterior paintwork and render and exterior architectural/façade embellishments – Building A Level 3 and below	28%	24%	48%	0%	Gross Floor Area Building A - Level 3 down

No.	Shared Facility	Lot 1 Retail	Lot 2 Supermarket	Lot 3 Residential Block A	Lot 4 Residential Block B and C	Method of Dividing Costs
SF 8a	Exterior paintwork and render and exterior architectural/façade embellishments – Building A Level 3 and above, B and C Level 1 and above	0%	0%	43%	57%	Number of lots residential
SF 9	Subsurface drainage system, OSD tank and stormwater infrastructure – Building A Level 3 and above	28%	24%	48%	0%	Gross Floor Area Building A - Level 3 down
SF 10	Plant rooms and associated equipment	28%	24%	48%	0%	Gross Floor Area Building A - Level 3 down
SF 11	Insurance	7%	6%	35%	52%	Replacement Cost
SF 12	Security systems	10%	10%	37%	43%	Gross Floor Area
SF 13	Electricity to the two basement car parks	12%	32%	25%	31%	Number of Car Spaces - All
SF 14	Not used	N/A	N/A	N/A	N/A	N/A
SF 15	Facilities manager	12%	32%	25%	31%	Number of Car Spaces - All
SF 16	Manager	25%	25%	25%	25%	Estimate of Use
SF 17	Accounting, audits and taxation	25%	25%	25%	25%	Estimate of Use
SF 18	Legal fees	25%	25%	25%	25%	Estimate of Use
SF 19	Consultants fees	25%	25%	25%	25%	Estimate of Use
SF 20	Facility manager's office	7%	6%	5%	52%	Gross Floor Area

DP 1230087

No.	Shared Facility	Lot 1 Retail	Lot 2 Supermarket	Lot 3 Residential Block A	Lot 4 Residential Block B and C	Method of Dividing Costs
SF 21	Lighting	6%	35%	52%	6%	Gross Floor Area
SF 22	MATV System	1%	1%	42%	56%	Estimate of Use
SF 23	Pest control	12%	32%	25%	31%	Number of Car Spaces - All
SF 24	Ramp and garage door – Building A, B2 to B3	0%	0%	100%	0%	Estimate of Use
SF 25	Open space areas	6%	35%	52%	6%	Gross Floor Area
SF 26	Garbage holding area	7%	6%	35%	52%	Gross Floor Area
SF 27	Goods lifts	7%	6%	35%	52%	Gross Floor Area
SF 28	Loading Dock	12%	32%	25%	31%	Number of Car Spaces - All
SF 29	Residential Block A lifts AL1, AL4 and SC10 stairs on Hezlett Road	1%	0%	99%	0%	Estimate of Use
SF 30	Mall	54%	46%	0%	0%	Gross Floor Area Retail
SF 31	Travelator	20%	80%	0%	0%	Estimate of Use
SF 32	Garbage and recycling collection	0%	0%	43%	57%	Number of lots residential
SF 33	Residential hot water system	0%	0%	43%	57%	Number of lots residential
SF 34	Bathrooms Level 1	30%	70%	0%	0%	Estimate of Use
SF 35	Lift AL3	30%	70%	0%	0%	Estimate of Use
SF 36	Grease arrestor	90%	10%	0%	0%	Estimate of Use
SF 37	Bike storage Level B1	30%	70%	0%	0%	Estimate of Use
SF 38	Trolley bays Building A Level B2	0%	100%	0%	0%	Estimate of Use
SF 39	Signage	0%	100%	0%	0%	Gross Floor Area

DP 1230007

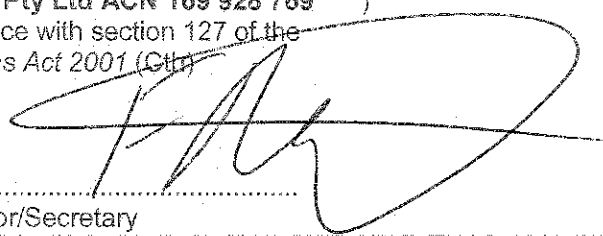
No.	Shared Facility	Lot 1 Retail	Lot 2 Supermarket	Lot 3 Residential Block A	Lot 4 Residential Block B and C	Method of Dividing Costs
SF 40	Shared Facilities not listed above	7%	6%	35%	52%	Gross Floor Area

# DP1230087

Building management statement - Kellyville

## Execution Page

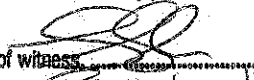
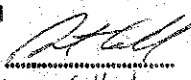
Executed by Combined Projects  
(Kellyville) Pty Ltd ACN 169 928 769  
in accordance with section 127 of the  
Corporations Act 2001 (Cth)



.....  
Sole Director/Secretary

**FOUAD DEIRI**

.....  
Name of Sole Director/Secretary (print)

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: <u>Sean Smith</u>	Attorney's name: <u>Antoine Gallagher</u>
Address of witness: <u>Ln 201 Sussex St Sydney</u>	Attorney's position: <u>Risk Executive</u>
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney: -Book: <u>494</u> / No: <u>494</u>

REGISTERED  29.06.2017



## CERTIFICATE ORDER SUMMARY

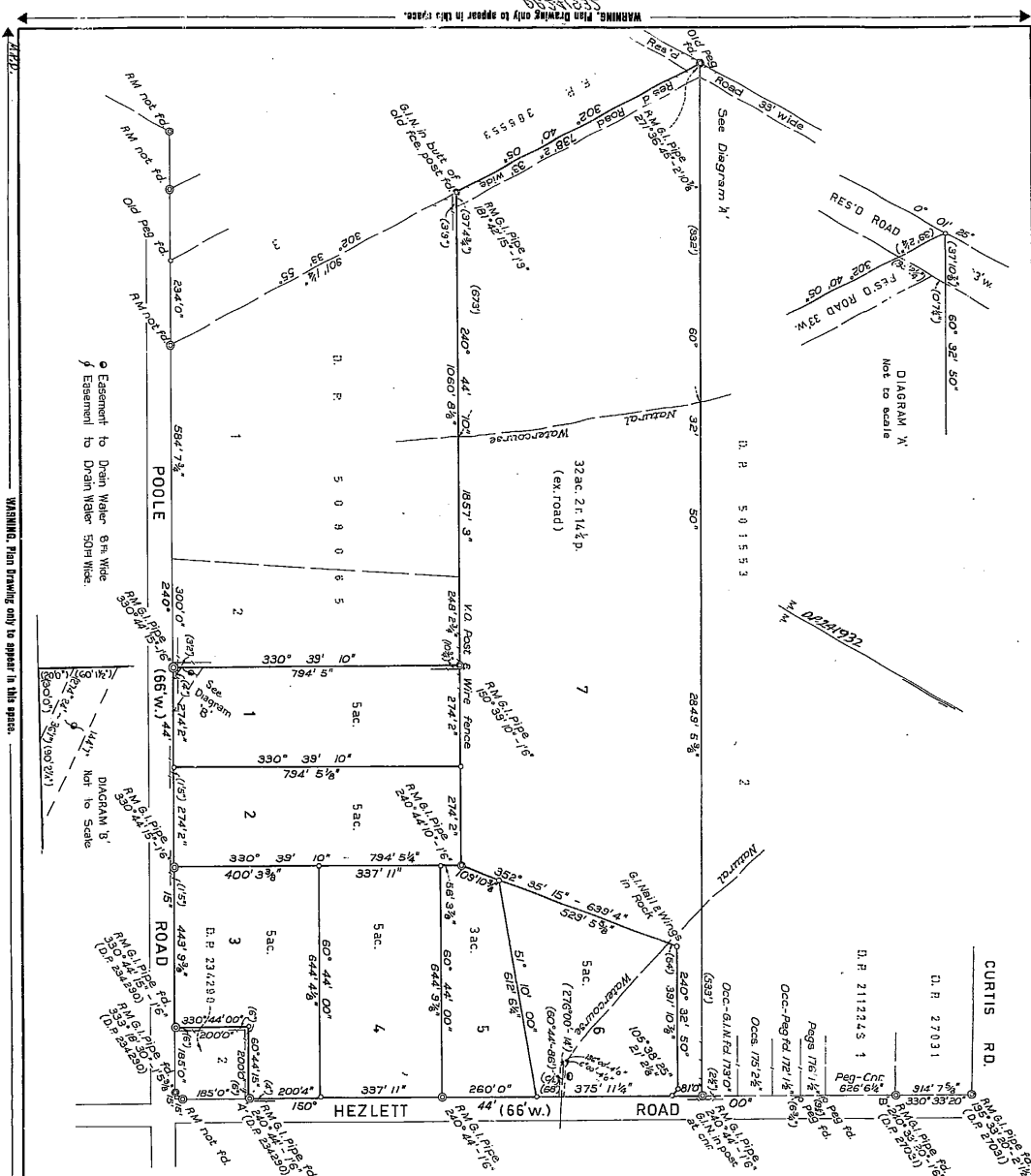
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Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 241932  
Available: Y  
Size (KB): 103  
Number of Pages: 1  
Scan Date and Time: 16/06/1992 11:59

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Plan Form 3-1-70 BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.



**DP241932** \* OFFICE USE ONLY.

Registered: **DP241932**

Ref: **DP24290**

PLAN OF SUBDIVISION OF LAND IN CT'S VOL. 557 FOL. 78 & VOL. 10640 FOL. 202 BEING POR. 3 PH. CASTLE HILL & LOT 3 IN D.P. 234280

Scale: 200 feet to an inch

City: BAULKHAM HILLS  
 Locality: MELVILLE  
 Parish: CASTLE HILL  
 County: CUMBERLAND

This is a plan of subdivision of land in accordance with the Survey Act, 1977, and the Survey Regulations, 1977.

**SIGNATURES AND SEALS ONLY.**

Registered: **DP241932**

Ref: **DP24290**

PLAN OF SUBDIVISION OF LAND IN CT'S VOL. 557 FOL. 78 & VOL. 10640 FOL. 202 BEING POR. 3 PH. CASTLE HILL & LOT 3 IN D.P. 234280

Scale: 200 feet to an inch

City: BAULKHAM HILLS  
 Locality: MELVILLE  
 Parish: CASTLE HILL  
 County: CUMBERLAND

This is a plan of subdivision of land in accordance with the Survey Act, 1977, and the Survey Regulations, 1977.

Parcel No.	Area (sq. ft.)	Area (sq. m.)
1	10,650.00	0.242
2	10,650.00	0.242
3	10,650.00	0.242
4	10,650.00	0.242
5	10,650.00	0.242
6	10,650.00	0.242
7	10,650.00	0.242

CONVERSION TABLE ADDED IN REGISTERAL GENERAL'S DEPARTMENT

DP 241932 CONTINUED

AC RD P HA

3 - - 1,214

5 - - 2,023

32 2 19 1/4 15.19



## CERTIFICATE ORDER SUMMARY

### Transaction Details

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Your Reference: 2410008CH  
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Number of Pages: 3  
Scan Date and Time: 21/10/1992 16:47

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M545624

①  
R No fee  
15.12.71

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1912.

(Sheet 1 of 4 Sheets)

Plan DP241932

PART I

Subdivision of Portion 3 Parish of Castle Hill and Lot 3 in Deposited Plan 234290 covered by Shire Clerk's Certificate No. 4419 of 5-10-66-1971.

Full name and address of proprietor of the land.  
F.C.A. Finance Pty. Limited,  
"Anchor House", Cnr. George & Bridge Streets,  
Sydney.

1. Identity of easement or restriction firstly referred to in above-mentioned plan:  
Easement to drain water 8 ft wide.

Schedule of lots, etc. affected

Lot 6  
Lots, name of road or Authority benefited.  
Baulkham Hills Shire Council.

2. Identity of easement or restriction secondly referred to in above-mentioned plan:  
Easement to drain water 50 ft wide.

Schedule of lots, etc. affected

Lot 1  
Lots, name of road or Authority benefited.  
Baulkham Hills Shire Council.

3. Identity of easement or restriction thirdly referred to in above-mentioned plan:  
Restrictions as to User.

Schedule of lots, etc. affected

Lots burdened  
Lots, name of road or Authority benefited.  
Each lot excluding Lot 7.  
Every other lot.

This is Sheet 1 of a 4 Sheet Instrument .....

*Edward Brown*  
*John Brown*  
BAULKHAM HILLS SHIRE COUNCIL ..... SHIRE CLERK.

M548624

②

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1912.

(Sheet 2 of 4 Sheets)

Plan: DP241932

Subdivision of Portion 3 Parish of Castle Hill and Lot 3 in Deposited Plan 234290 covered by Shire Clerk's Certificate No. 4419 of 5-10-66-1971.

4. Identity of easement or restriction fourthly referred to in above-mentioned plan:  
Restrictions as to User.

Schedule of lots, etc. affected

Lot 7  
Lots, name of road or Authority benefited.  
Lots 1, 2, 5 and 6

PART II

1. Terms of easement to drain water 8 ft wide firstly referred to in above-mentioned plan.  
Easement to drain water within the meaning of Schedule IVA Part III of the Conveyancing Act 1919.

2. Terms of easement to drain water 50 ft wide secondly referred to in above-mentioned plan.  
Easement to drain water within the meaning of Schedule IVA Part III of the Conveyancing Act 1919.

3. Terms of restrictions as to user thirdly referred to in above-mentioned plan.

(1) That not more than one main building shall be erected on any lot to which the burden of this restriction is attached and such building shall not be used for any purpose other than for residential purposes and that no such main building erected or permitted to remain on such lot shall have a minimum overall floor area of less than 1,500 square feet.

(ii) That no such main building shall be erected on any lot to which the burden of this restriction is attached, with external walls of materials other than brick, brick veneer, stone, concrete, glass, timber, aluminium or asbestos cement or any combination of the same.

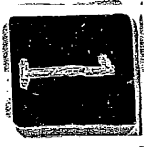
This is Sheet 2 of a 4 Sheet Instrument .....

*Edward Brown*  
*John Brown*  
BAULKHAM HILLS SHIRE COUNCIL ..... SHIRE CLERK.

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 7th May, 1990








AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE											
10	20	30	40	50	60	70	Table of mm	110	120	130	140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 7th May, 1990



M545624  
 Instrument pursuant to Regulation 27D Conveyancing Act  
 Regulations, 1964, setting out the terms of agreement or  
 restrictions as to user created by registration of the  
 within-mentioned Deposited Plan. 24/7/32  
 14.12.1971

*Richard J. Williams*

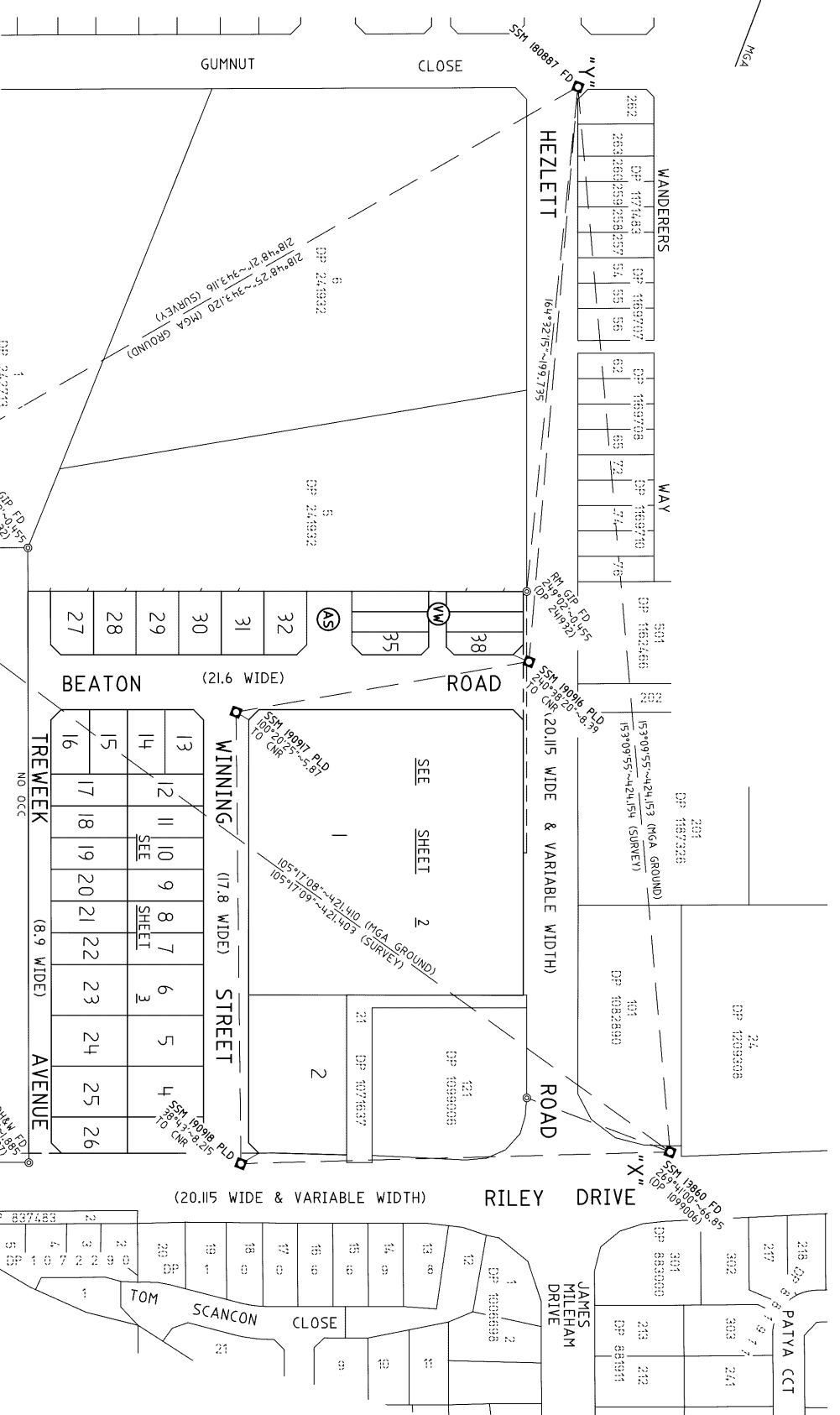
## CERTIFICATE ORDER SUMMARY

### Transaction Details

Date: 02/10/2024 15:42  
Order No. 85705794  
Certificate No: 126353495  
Your Reference: 2410008CH  
Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 1212326  
Available: Y  
Size (KB): 483  
Number of Pages: 8  
Scan Date and Time: 08/11/2016 10:00

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Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.



**AS ANFIELD STREET**  
(17.8 WIDE)

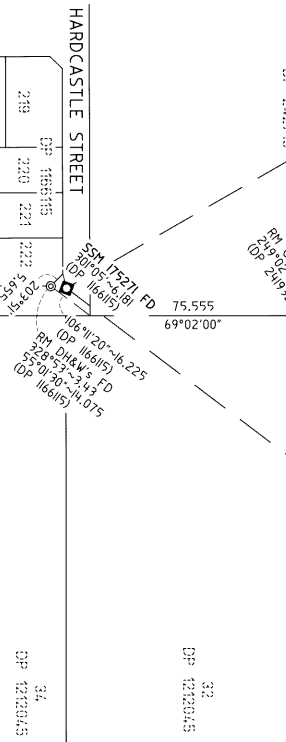
**NM VILLA WAY**  
(7 WIDE)

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CL.35(K)(b) & CL.4(2)

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
SSM 13860	30 874.885	6 269 289.429	C	3	FROM SCIMS	SCIMS
SSM 180887	30 683.410	6 269 667.916	C	4	FROM SCIMS	SCIMS
SSM 175271	30 468.372	6 269 400.528	C	4	FROM SCIMS	SCIMS
SSM 190916	30 747.889	6 269 454.253	U	U	CAD TRAY	TRAY
SSM 190917	30 646.691	6 269 390.008	U	U	CAD TRAY	TRAY
SSM 190918	30 712.214	6 269 224.572	U	U	CAD TRAY	TRAY

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AT 08/04/16

COMBINED SCALE FACTOR: 1.000026 ZONE 56



**HARDCASTLE STREET**

Surveyor: KEVIN BRADLEY PRITCHARD  
Date of Survey: 23/05/16  
Surveyor's Ref: 77994.01.L01

PLAN OF SUBDIVISION OF LOT 29 DP 1208623 & LOT 4 DP 241932

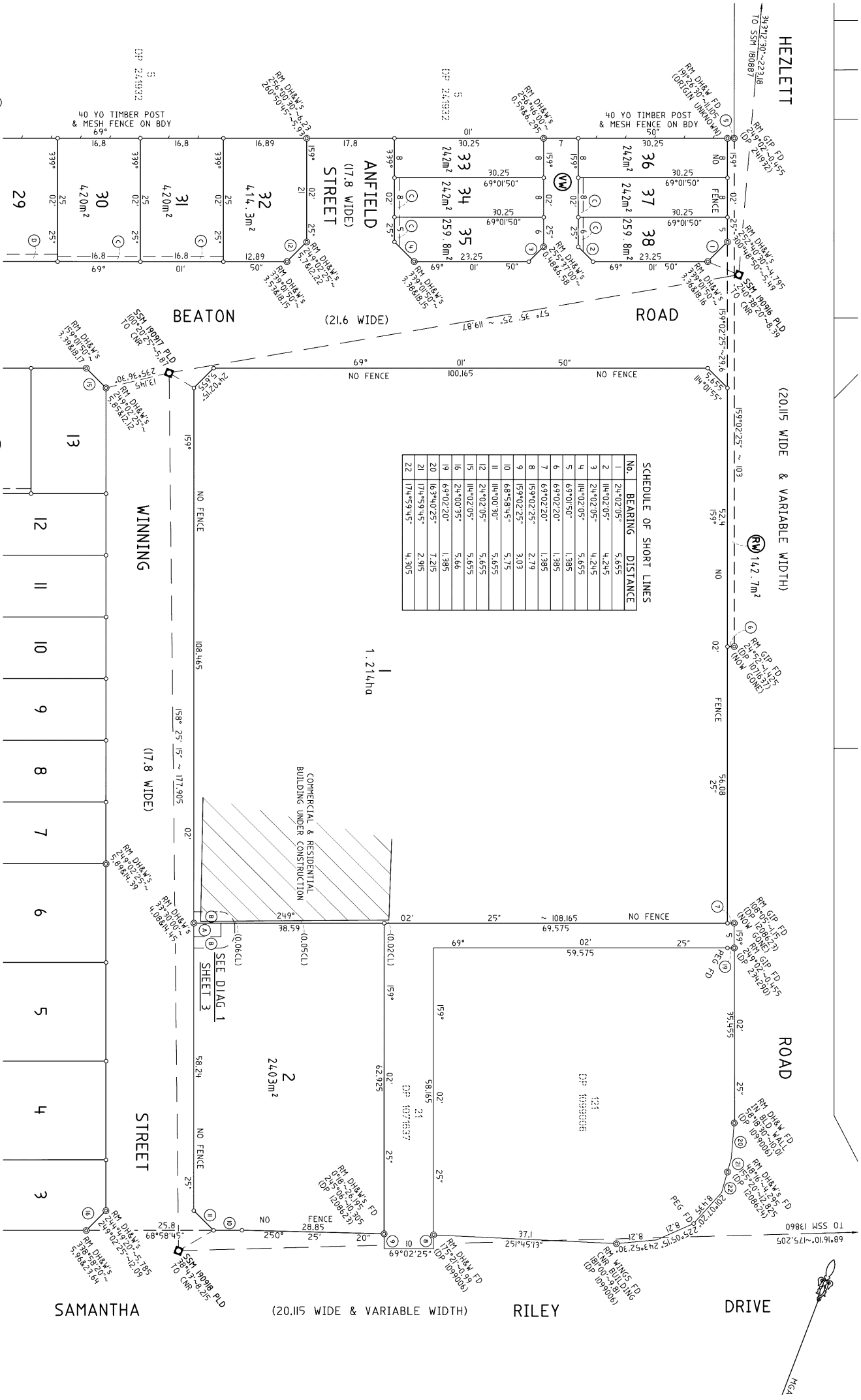
LGA: THE HILLS SHIRE  
Locality: KELLVILLE  
Subdivision No: 11311

Registered  
13.9.2016

DP1212326

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm



SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
1	24°02'05"	5.675
2	114°02'05"	4.245
3	24°02'05"	4.245
4	114°02'05"	5.675
5	69°02'20"	1.385
6	69°02'20"	1.385
7	69°02'20"	1.385
8	159°02'25"	2.79
9	159°02'25"	2.03
10	68°58'45"	5.175
11	114°00'30"	5.675
12	24°02'05"	5.675
15	114°02'05"	5.675
16	24°00'35"	5.66
19	69°02'20"	1.385
20	163°40'25"	7.215
21	174°59'45"	2.915
22	174°59'45"	4.305

Ⓐ EASEMENT FOR PADMOUNT SUBSTATION 3 WIDE  
 Ⓑ RESTRICTION ON THE USE OF LAND  
 Ⓒ EASEMENT TO DRAIN WATER 1 WIDE  
 Ⓓ EASEMENT TO DRAIN WATER 1.5 WIDE  
 Ⓔ DENOTES BUILDING CLEAR OF BOUNDARY

Ⓜ ROAD WIDENING (1.385 WIDE)  
 Ⓜ VILLA WAY (7 WIDE)

PLAN OF SUBDIVISION OF LOT 29 DP 1208623 & LOT 4

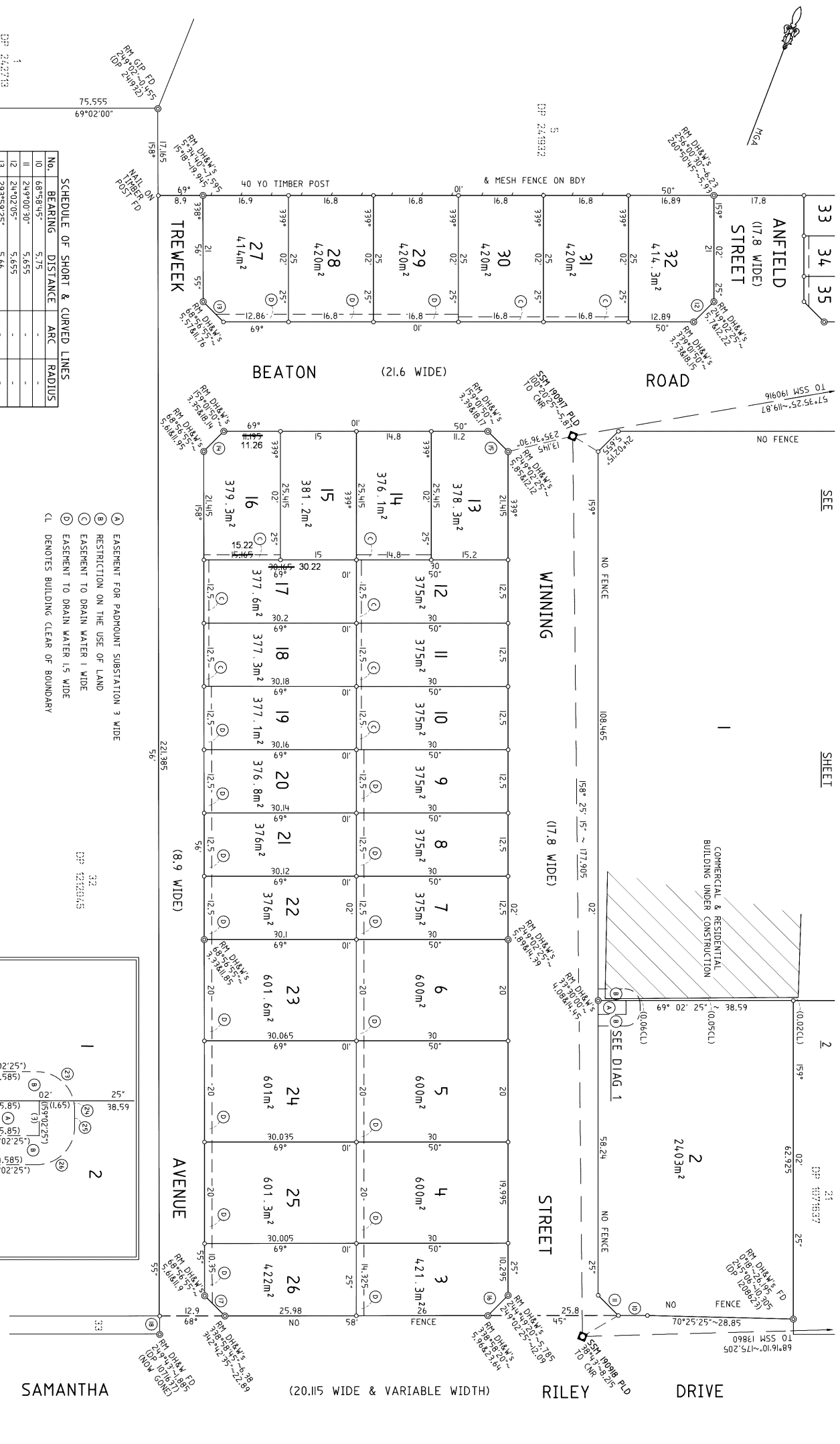
Surveyor: KEVIN BRADLEY PRITCHARD  
 Date of Survey: 23/05/16  
 Surveyor's Ref: 77994.01.L01

LGA: THE HILLS SHIRE  
 Locality: KELLVILLE  
 Subdivision No: 11311

Registered  
 13.9.2016

DP1212326

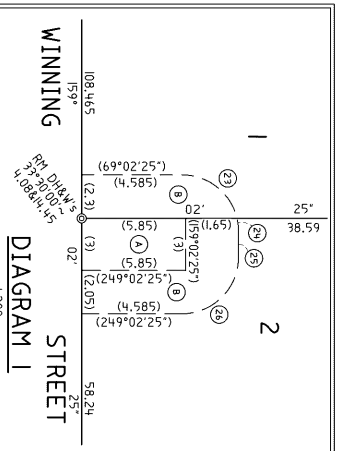
0	10	20	30	40	50	60	70	80	90	100	110	120	130	140
Scale of mm														



SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
10	68°58'45"	5.775	-	-
11	249°00'30"	5.655	-	-
12	24°42'05"	5.655	-	-
13	293°59'25"	5.66	-	-
14	203°59'25"	5.655	-	-
15	114°02'05"	5.655	-	-
16	214°00'35"	5.66	-	-
17	113°57'50"	5.66	-	-
18	158°56'55"	3.63	-	-
23	(107°17'30")	(3.175)	-	(4.005)
24	(152°17'35")	(0.705)	-	(3)
25	(159°02'25")	(1.35)	-	-
26	(204°02'20")	(4.245)	-	(3)

- Ⓐ EASEMENT FOR PADMOUNT SUBSTATION 3 WIDE
- Ⓑ RESTRICTION ON THE USE OF LAND
- Ⓒ EASEMENT TO DRAIN WATER 1 WIDE
- Ⓓ EASEMENT TO DRAIN WATER 1.5 WIDE
- Ⓔ EASEMENT TO DRAIN WATER 1.5 WIDE
- Ⓕ DENOTES BUILDING CLEAR OF BOUNDARY



Surveyor: KEVIN BRADLEY PRITCHARD  
 Date of Survey: 23/05/16  
 Surveyor's Ref: 77994.01.L01

PLAN OF SUBDIVISION OF LOT 29 DP 1208623 & LOT 4


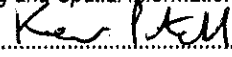
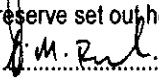
LGA: THE HILLS SHIRE  
 Locality: KELLYVILLE  
 Subdivision No: 11311

Registered  
 13.9.2016

DP1212326

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  13.9.2016</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1212326</h1>
<p><b>PLAN OF SUBDIVISION OF LOT 29 DP 1208623 &amp; LOT 4 DP 241932</b></p>	<p>LGA: THE HILLS SHIRE</p> <p>Locality: KELLYVILLE</p> <p>Parish: CASTLE HILL</p> <p>County: CUMBERLAND</p>
<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, KEVIN BRADLEY PRITCHARD of SMEC AUSTRALIA PTY LTD PO BOX 232, CAMPBELLTOWN NSW 2560</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 23<sup>RD</sup> May 2016.</p> <p>*(b) The part of the land shown in the plan (<del>"being" excluding ^</del>.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 12/07/16</p> <p>Surveyor ID: 182</p> <p>Datum Line: "X" - "Y"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, <u>Andrew Brooks</u>.....</p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: The Hills Shire Council</p> <p>Date of endorsement: 11.08.2016 .....</p> <p>Subdivision Certificate number: 11311 .....</p> <p>File number: 799/2015/JP, 8/2017/SC</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 241932 DP 242713 DP 1071637</p> <p>DP 1099006 DP 1166115 DP 1208623</p> <p>DP 1208624 DP 830775</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE BEATON ROAD, WINNING STREET, TREWEEK AVENUE, ANFIELD STREET &amp; VILLA WAY TO THE PUBLIC AS PUBLIC ROAD.</p> <p>IT IS INTENDED TO DEDICATE THE LAND SHOWN HEREON AS ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 77994.01.L01</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 5 sheet(s)

Office Use Only  <b>Registered:</b> 13.9.2016  <b>PLAN OF SUBDIVISION OF LOT 29 DP 1208623 &amp; LOT 4 DP 241932</b>  Subdivision Certificate number: .....11311..... Date of Endorsement: .....11.08.2016.....	Office Use Only  <h1 style="margin: 0;">DP1212326</h1>  This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT FOR PADMOUNT SUBSTATION 3 WIDE (A)
2. RESTRICTION ON THE USE OF LAND (B)
3. EASEMENT TO DRAIN WATER 1.0 WIDE (C)
4. EASEMENT TO DRAIN WATER 1.5 WIDE (D)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. POSITIVE COVENANT
11. RESTRICTION ON THE USE OF LAND
12. POSITIVE COVENANT
13. RESTRICTION ON THE USE OF LAND
14. POSITIVE COVENANT
15. RESTRICTION ON THE USE OF LAND
16. POSITIVE COVENANT
17. RESTRICTION ON THE USE OF LAND
18. POSITIVE COVENANT

**INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH SURVEYING & SPATIAL INFORMATION REGULATIONS 2012 CLAUSE 60**


Lot	Street Number	Street Name	Street Type	Locality
1	N/A	Winning	Street	Kellyville
2	N/A	Winning	Street	Kellyville
3	2	Winning	Street	Kellyville
4	4	Winning	Street	Kellyville
5	6	Winning	Street	Kellyville
6	8	Winning	Street	Kellyville
7	10	Winning	Street	Kellyville
8	12	Winning	Street	Kellyville
9	14	Winning	Street	Kellyville
10	16	Winning	Street	Kellyville
11	18	Winning	Street	Kellyville
12	20	Winning	Street	Kellyville
13	8	Beaton	Road	Kellyville
14	10	Beaton	Road	Kellyville

Continued on Sheet 3

If space is insufficient use additional annexure sheet

Surveyor's Reference: 77994.01.L01

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

Office Use Only  
 Registered:  13.9.2016

Office Use Only  
**DP1212326**

**PLAN OF SUBDIVISION OF LOT 29 DP 1208623 & LOT 4 DP 241932**

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: .....11311.....  
 Date of Endorsement: .....11.8.2016.....

Continued from Sheet 2

**INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH SURVEYING & SPATIAL INFORMATION REGULATIONS 2012 CLAUSE 60**

Lot	Street Number	Street Name	Street Type	Locality
15	12	Beaton	Road	Kellyville
16	14	Beaton	Road	Kellyville
17	19	Treweek	Avenue	Kellyville
18	17	Treweek	Avenue	Kellyville
19	15	Treweek	Avenue	Kellyville
20	13	Treweek	Avenue	Kellyville
21	11	Treweek	Avenue	Kellyville
22	9	Treweek	Avenue	Kellyville
23	7	Treweek	Avenue	Kellyville
24	5	Treweek	Avenue	Kellyville
25	3	Treweek	Avenue	Kellyville
26	1	Treweek	Avenue	Kellyville
27	15	Beaton	Road	Kellyville
28	13	Beaton	Road	Kellyville
29	11	Beaton	Road	Kellyville
30	9	Beaton	Road	Kellyville
31	7	Beaton	Road	Kellyville
32	5	Beaton	Road	Kellyville
33	5	Anfield	Street	Kellyville
34	3	Anfield	Street	Kellyville
35	1	Anfield	Street	Kellyville
36	18	Hezlett	Road	Kellyville
37	16	Hezlett	Road	Kellyville
38	14	Hezlett	Road	Kellyville

If space is insufficient use additional annexure sheet


Surveyor's Reference: 77994.01.L01

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 5 sheet(s)

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Registered:  13.9.2016

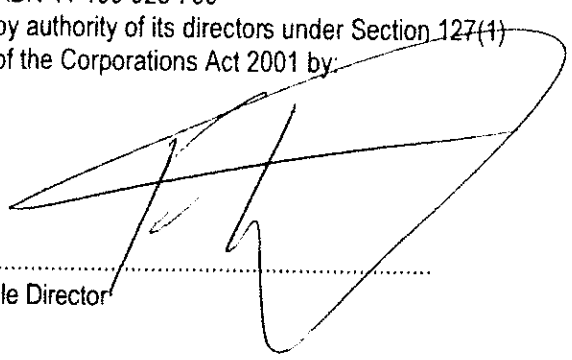
Office Use Only  
**DP1212326**

PLAN OF SUBDIVISION OF LOT 29 DP  
1208623 & LOT 4 DP 241932

This sheet is for the provision of the following information as required:  
• A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*  
• Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*  
• Signatures and seals- see 195D *Conveyancing Act 1919*  
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 11311  
Date of Endorsement: 11. 8. 2016

Executed by Combined Projects (Kellyville) Pty Ltd )  
ABN 41 169 928 769 )  
by authority of its directors under Section 127(1) )  
of the Corporations Act 2001 by: )



Sole Director

FOUAD DEIRI


Name of Sole Director (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 77994.01.L01

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Office Use Only  
Registered:  13.9.2016

Office Use Only  
**DP1212326**


PLAN OF SUBDIVISION OF LOT 29 DP  
1208623 & LOT 4 DP 241932

This sheet is for the provision of the following information as required:  
• A schedule of lots and addresses - See 60(c) SSI Regulation 2012  
• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  
• Signatures and seals- see 195D Conveyancing Act 1919  
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


Subdivision Certificate number: 11311  
Date of Endorsement: 11.8.2016

**Land and Property Information**  
**NEW SOUTH WALES**

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

Signature of witness:   
Name of witness: ROSEAN MURPHY  
Address of witness: level 9,  
201 Sussex St  
Sydney NSW  
2000

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

Signature of attorney:   
Attorney's name: Stephen Nichol  
Attorney's position: Executive Manager  
Signing on behalf of: **COMMONWEALTH BANK OF AUSTRALIA**  
ABN 48 123 123 124  
Power of attorney -Book: 454 No: 494

9/7/2008

If space is insufficient use additional annexure sheet

Surveyor's Reference: 77994.01.L01

## CERTIFICATE ORDER SUMMARY

### Transaction Details

Date: 02/10/2024 15:42  
Order No. 85705794  
Certificate No: 126353496  
Your Reference: 2410008CH  
Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 1212326  
Available: Y  
Size (KB): 539  
Number of Pages: 16  
Scan Date and Time: 13/09/2016 22:02

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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 Conveyancing Act 1919.**

(Sheet 1 of 16 sheets)

Plan: **DP1212326**

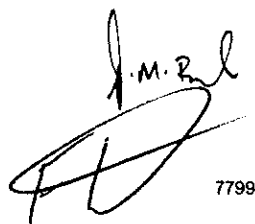
Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932  
 covered by Subdivision Certificate No. 11311  
 dated the *Eleventh* day  
 of *August* 2016.

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

Combined Projects (Kellyville) Pty Ltd  
 ABN 41 169 928 769  
 Level 3, 161 Redfern Street  
 Redfern NSW 2016

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement for Padmount Substation 3 wide (A)	2	Endeavour Energy
2	Restriction on the use of land (B)	Part of 1 & Part of 2	Endeavour Energy
3	Easement to Drain Water 1.0 wide (C)	10 11 12 14 16 17 18 30 31 34 35 37 38	11-14 inclusive 12-14 inclusive 13, 14 13 15 15, 16 15-17 inclusive 31, 32 32 33 33, 34 36 36,37



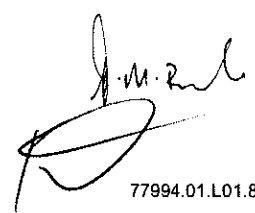
**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

(Sheet 2 of 16 sheets)

**Plan: DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932  
 covered by Subdivision Certificate No. 11311  
 dated the *Eleventh* day  
 of *August* 2016.

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
4	Easement to Drain Water 1.5 wide (D)	3 4 5 6 7 8 9 19 20 21 22 23 24 25 26 27 28 29	4-14 inclusive 5-14 inclusive 6-14 inclusive 7-14 inclusive 8-14 inclusive 9-14 inclusive 10-14 inclusive 15-18 inclusive 15-19 inclusive 15-20 inclusive 15-21 inclusive 15-22 inclusive 15-23 inclusive 15-24 inclusive 15-25 inclusive 28-32 inclusive 29-32 inclusive 30-32 inclusive
5	Restriction on the use of land	2	The Hills Shire Council
6	Restriction on the use of land	3, 26, 36, 37 & 38	The Hills Shire Council
7	Restriction on the use of land	3-38 inclusive	The Hills Shire Council



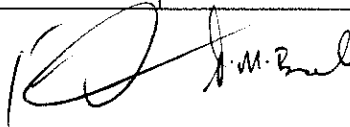
**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

(Sheet 3 of 16 sheets)

Plan: **DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932  
 covered by Subdivision Certificate No. 11311  
 dated the *Eleventh* day  
 of *August* 2016.

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
8	Restriction on the use of land	1	The Hills Shire Council
9	Restriction on the use of land	1	The Hills Shire Council
10	Positive Covenant	27, 32-38 inclusive	The Hills Shire Council
11	Restriction on the use of land	1	The Hills Shire Council
12	Positive Covenant	1	The Hills Shire Council
13	Restriction on the use of land	3-38 inclusive	The Hills Shire Council
14	Positive Covenant	3-38 inclusive	The Hills Shire Council
15	Restriction on the use of land	1	The Hills Shire Council
16	Positive Covenant	1	The Hills Shire Council
17	Restriction on the use of land	33-38 inclusive	The Hills Shire Council
18	Positive Covenant	1	The Hills Shire Council



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

(Sheet 4 of 16 sheets)

Plan: **DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932 covered by Subdivision Certificate No. 11311 dated the Eleventh day of August 2016.

**Part 2 (Terms)**

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

As set out in Memorandum No. 9262886 filed in the offices of Land and Property Information NSW.

Subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.**

Endeavour Energy.

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

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

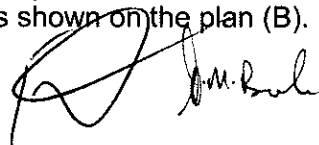
- (a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
- (b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

2.2 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

2.3 Definitions

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



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

(Sheet 5 of 16 sheets)

**Plan: DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932 covered by Subdivision Certificate No. 11311 dated the *Eleventh* day of *August* 2016.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.**

Endeavour Energy.

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

An Easement to Drain Water in the terms set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919 (as amended).

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

An Easement to Drain Water in the terms set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919 (as amended).

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

No further residential development is permitted upon this lot. The Lot is to be developed for purposes consistent with a retail pad site in accordance with the documentation submitted with Development Application 799/2015/JP by Nordon Jago Architects and Urbis Pty Ltd.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.**

The Hills Shire Council.

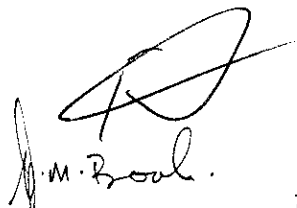
**6. Terms of easement, profit à prendre, restriction, or positive covenant numbered 6 in the plan.**

No vehicular access or route to or from any part of Samantha Riley Drive and lots 3 & 26 hereby burdened is permitted complying with the requirements of The Hills Shire Council.

No vehicular access or route to or from any part of Hezielt Road and lots 36, 37 & 38 hereby burdened is permitted complying with the requirements of The Hills Shire Council.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.**

The Hills Shire Council.



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

(Sheet 6 of 16 sheets)

Plan: **DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932 covered by Subdivision Certificate No. 11311 dated the Eleventh day of August 2016.

**7. Terms of easement, profit à prendre, restriction, or positive covenant numbered 7 in the plan.**

No dwelling shall be constructed on the lots hereby burdened unless the registered proprietor(s) has/have first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 3000 litres in accordance with the requirements of The Hills Shire Council. The rainwater tank must:

- 7.1 Be provided with a potable water trickle top-up with a back flow prevention device complying with the requirements of Sydney Water.
- 7.2 Be plumbed specifically for washing machine use.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.**

The Hills Shire Council.

**8. Terms of easement, profit à prendre, restriction, or positive covenant numbered 8 in the plan.**

The registered proprietor(s) shall not make or permit or suffer the making of any alterations or additions to the residential accommodation (including, but not limited to, individual units within a residential flat building or multi dwelling housing development) which is, or shall be, constructed on the lot burdened that will result in the creation of additional bedrooms.

The number of bedrooms within each dwelling/ unit is shown on the plans/ details approved by the consent authority known as the "Joint Regional Planning Panel".

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.**

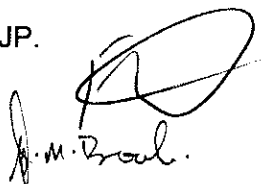
The Hills Shire Council.

**9. Terms of easement, profit à prendre, restriction, or positive covenant numbered 9 in the plan.**

No dwelling house or other structure shall be constructed on the lot hereby burdened unless they are constructed in accordance with the following acoustic recommendations from the report prepared by:

Acoustic Noise & Vibration Solutions Pty Ltd, Reference 2014-476 R1, dated December 2014 complying with the requirements of The Hills Shire Council:

A copy of this report is held at Council Ref 799/2015/JP.



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

(Sheet 7 of 16 sheets)

**Plan: DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932 covered by Subdivision Certificate No. 11311 dated the *Eleventh* day of *August* 2016.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.**

The Hills Shire Council.

**10. Terms of easement, profit à prendre, restriction, or positive covenant numbered 10 in the plan.**

The registered proprietors of the lots hereby burdened must present their garbage bins at Beaton Road for collection until Treweek Avenue, Anfield Street and Villa Way are extended, to allow for suitable Waste Collection truck access, complying with the requirements of The Hills Shire Council.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.**

The Hills Shire Council.

**11. Terms of easement, profit à prendre, restriction, or positive covenant numbered 11 in the plan.**

11.1. The registered proprietor shall not make or permit or suffer the making of any alterations to any onsite stormwater detention system which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.

The expression "onsite stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage.

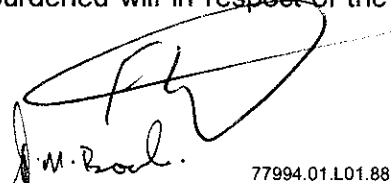
11.2. The registered proprietor shall not erect or suffer the erection of any dwelling house or other structure on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of an onsite stormwater detention system on the said lot(s), in accordance with the design, construction and/ or provision requirements of The Hills Shire Council and to the satisfaction of The Hills Shire Council.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 11 in the plan.**

The Hills Shire Council.

**12. Terms of easement, profit à prendre, restriction, or positive covenant numbered 12 in the plan.**

12.1 The registered proprietor(s) of the lot hereby burdened will in respect of the onsite stormwater detention system:



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

(Sheet 8 of 16 sheets)

Plan: **DP1212326**

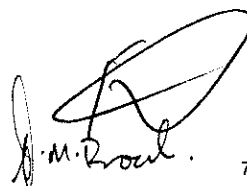
Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932  
covered by Subdivision Certificate No. 11311  
dated the Eleventh day  
of August 2016.

- (a) Keep the onsite stormwater detention system clean and free from silt, rubbish and debris;
  - (b) Maintain and repair at the sole expense of the registered proprietor(s) the whole of the onsite stormwater detention system so that it functions in a safe and efficient manner;
  - (c) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
  - (d) Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
- 12.2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
- (a) In the event that the registered proprietor(s) fail(s) to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to above; and
  - (b) The Council may recover from the registered proprietor(s) in a Court of competent jurisdiction:
    - (i) Any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
    - (ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 12 in the plan.**

The Hills Shire Council.



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

(Sheet 9 of 16 sheets)

Plan: **DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932 covered by Subdivision Certificate No. 11311 dated the Eleventh day of August 2016.

**13. Terms of easement, profit à prendre, restriction, or positive covenant numbered 13 in the plan.**

13.1 The registered proprietor(s) shall not make or permit or suffer the making of any alterations to any rain garden which is, or shall be, constructed on the lots burdened without the prior consent in writing of The Hills Shire Council.

The expression "rain garden" is defined as the pipes connecting from the downpipes, rainwater tank and surface inlet pits, inlet surcharge pit, surface storage volume, surface treatment including landscaping and vegetation, filter media, subsurface drainage and outlet pipe constructed in accordance with the design, construction and/ or provision requirements of The Hills Shire Council and to the satisfaction of The Hills Shire Council.

13.2 The registered proprietor(s) shall not erect or suffer the erection of any dwelling house or other structure on the lots hereby burdened unless the registered proprietor(s) has/have first constructed or has/have made provision for the construction of a rain garden on the said lots, in accordance with the following table and the design, construction and/ or provision requirements of The Hills Shire Council and to the satisfaction of The Hills Shire Council.

Lot	Storage Volume (cum)	Storage Area (sqm)
3	1.211	8.233
4	1.211	8.233
5	1.211	8.233
6	1.211	8.233
7	1.211	8.233
8	1.211	8.233
9	1.211	8.233
10	1.211	8.233
11	1.211	8.233
12	1.211	8.233
13	1.211	8.233
14	1.211	8.233
15	1.211	8.233
16	1.211	8.233
17	1.211	8.233
18	1.211	8.233
19	1.211	8.233
20	1.211	8.233
21	1.211	8.233
22	1.211	8.233
23	1.211	8.233
24	1.211	8.233

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

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Plan: **DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932  
covered by Subdivision Certificate No. 11311  
dated the *Eleventh* day  
of *August* 2016.

25	1.211	8.233
26	1.211	8.233
27	1.211	8.233
28	1.211	8.233
29	1.211	8.233
30	1.211	8.233
31	1.211	8.233
32	1.211	8.233
33	0.892	6.067
34	0.892	6.067
35	0.892	6.067
36	0.892	6.067
37	0.892	6.067
38	0.892	6.067

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 13 in the plan.**

The Hills Shire Council.

**14. Terms of easement, profit à prendre, restriction, or positive covenant numbered 14 in the plan.**

14.1 The registered proprietor(s) covenant as follows with the Council benefited in respect to the rain garden constructed and/ or installed on the lots, that they will:

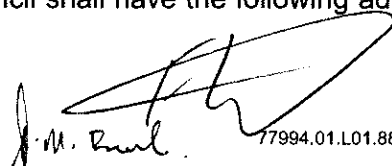
(a) Keep the rain garden clean and free from silt, rubbish and debris;

(b) Maintain and repair the stormwater rain garden in accordance with the Rain Gardens Maintenance and Operations Plan prepared by The Hills Shire Council at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner.

(c) For the purposes of ensuring observance of this covenant, permit The Hills Shire Council to enter the land and inspect the condition of the rain garden and the state of construction, maintenance or repair of the rain garden, for compliance with the requirements of this covenant.

(d) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the rain garden and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly.

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



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

(Sheet 11 of 16 sheets)

**Plan: DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932  
covered by Subdivision Certificate No. 11311  
dated the Eleventh day  
of August 2016.

(a) In the event that the registered proprietor(s) fail(s) to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above; and

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

(i) Any expense reasonably incurred by it in exercising its powers under subparagraph (a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

(ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 14 in the plan.**

The Hills Shire Council.

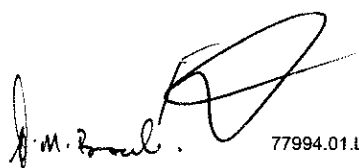
**15. Terms of easement, profit à prendre, restriction, or positive covenant numbered 15 in the plan.**

The registered proprietor(s) shall not make or permit or suffer the making of any alterations to any stormwater treatment measures/ water sensitive urban design elements which is, or shall be, constructed on the lot burdened without the prior consent in writing of The Hills Shire Council.

The expression "stormwater treatment measures/ water sensitive urban design elements" means the infiltration systems, porous pavement, sediment basins, bio-retention swales, bio-retention basins, rain gardens, landscaped or vegetated swales, vegetated buffers, swale/ buffer systems, sand filter, wetlands, ponds, retarding basins, aquifer storage and recovery, rainwater reuse tanks, stormwater reuse tanks, gross pollutant traps, pit inserts, silt/ oil arrestors or other proprietary products including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins or surfaces graded to direct stormwater to the stormwater treatment measures/ water sensitive urban design elements.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 15 in the plan.**

The Hills Shire Council.



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

(Sheet 12 of 16 sheets)

Plan: **DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932 covered by Subdivision Certificate No. 11311 dated the Eleventh day of August 2016.

**16. Terms of easement, profit à prendre, restriction, or positive covenant numbered 16 in the plan.**

16.1 The registered proprietor(s) covenant as follows with the Council benefited in respect to the stormwater treatment measures/ water sensitive urban design elements constructed and/ or installed on the lots(s), that they will:

(a) Keep the stormwater treatment measures/ water sensitive urban design elements clean and free from silt, rubbish and debris;

(b) Maintain and repair the stormwater treatment measures/ water sensitive urban design elements at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner.

(c) For the purposes of ensuring observance of this covenant, permit The Hills Shire Council to enter the land and inspect the condition of the stormwater treatment measures/ water sensitive urban design elements and the state of construction, maintenance or repair of the stormwater treatment measures/ water sensitive urban design elements, for compliance with the requirements of this covenant.

(d) Notify Council after each programmed maintenance inspection.

(e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the stormwater treatment measures/ water sensitive urban design elements and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly.

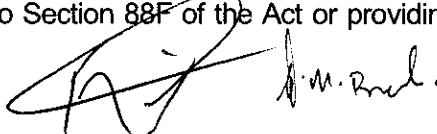
16.2 Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(a) In the event that the registered proprietor(s) fail(s) to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above; and

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

(i) Any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

(ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required



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

(Sheet 13 of 16 sheets)

Plan: **DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932 covered by Subdivision Certificate No. 11311 dated the Eleventh day of August 2016.

pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 16 in the plan.**

The Hills Shire Council.

**17. Terms of easement, profit à prendre, restriction, or positive covenant numbered 17 in the plan.**

No development shall be permitted on the lot(s) hereby burdened unless it is in accordance with the building envelope plan shown in the Statement of Environmental Effects dated December 2014 prepared by Urbis Pty Ltd approved by Development Consent DA 799/2015/JP issued by Council dated 31st July 2015.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 17 in the plan.**

The Hills Shire Council.

**18. Terms of easement, profit à prendre, restriction, or positive covenant numbered 18 in the plan.**

18.1 In this covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:

Prescribed Authority means The Hills Shire Council and any local government Council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 NSW which may be responsible for the removal of Waste from the land burdened.

Contractor means any entity engaged by the Prescribed Authority to remove waste from the land burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority.

Owners Corporation means an owners corporation as defined in the Strata Schemes Management Act 1996 NSW or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 NSW, as the case may be.

Waste includes any garbage, recyclables, vegetable or other materials which the registered proprietor or any user or occupier of the land burdened (or where such



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

(Sheet 14 of 16 sheets)

Plan: **DP1212326**

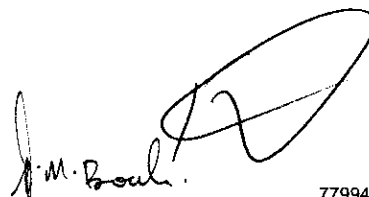
Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932  
covered by Subdivision Certificate No. 11311  
dated the Eleventh day  
of August 2016.

proprietor is an Owners Corporation, the registered proprietor of any lot in that scheme) leaves out for collection (whether in bins or otherwise) by the Prescribed Authority or the Contractor.

- 18.2 The registered proprietor of the land burdened must permit the Prescribed Authority and the Contractor to enter upon the land burdened with or without vehicles for the purpose of the removal of Waste and to remain upon such land for a reasonable time for the purpose of such removal.
- 18.3 The registered proprietor of the land burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the land burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 18.2.
- 18.4 The registered proprietor of the land burdened indemnifies the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 18.2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 18 in the plan.**

The Hills Shire Council.



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

(Sheet 15 of 16 sheets)

**Plan: DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932 covered by Subdivision Certificate No. 11311 dated the Eleventh day of August 2016.

Signed on behalf of Endeavour Energy  
ABN 59 253 130 878 by its Attorney  
pursuant to Power of Attorney Book 4705  
No 566 in the presence of:



Signature of witness



Signature of attorney



Name of witness

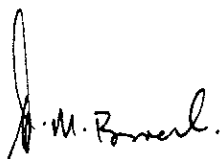
c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Name: Helen Smith

Position: Manager Property & Fleet

Date of execution: 25 July 2016

Reference: URS15952



.....  
Authorised Officer The Hills Shire Council



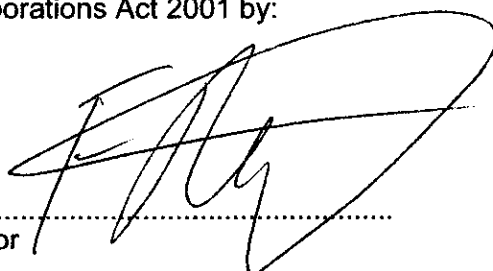
**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

(Sheet 16 of 16 sheets)

Plan: **DP1212326**

Plan of Subdivision of Lot 29 DP 1208623 & Lot 4 DP 241932 covered by Subdivision Certificate No. 11311 dated the Eleventh day of August 2016.

Executed by **Combined Projects (Kellyville) Pty Ltd** )  
ABN 41 169 928 769 )  
by authority of its directors under Section 127(1) )  
of the Corporations Act 2001 by: )

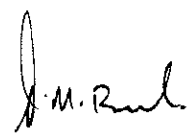


.....  
Sole Director

**FOUAD DEIRI**

.....  
Name of Sole Director (print)

Land and Property information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: <u>[Signature]</u>	Signature of attorney: <u>[Signature]</u>
Name of witness: <u>PERNA GUPTA</u>	Attorney's name: <u>Stephen Nickol</u>
Address of witness: <u>Level 9</u> <u>201 Sussex St</u> <u>Sydney NSW</u> <u>2000</u>	Attorney's position: <u>Executive Manager</u>
	Signing on behalf of: <u>COMMONWEALTH BANK OF AUSTRALIA</u> ABN 48 123 123 124
	Power of attorney <u>-Book: 41/2003</u> <u>91-12003</u>





## CERTIFICATE ORDER SUMMARY

### Transaction Details

Date: 02/10/2024 15:42  
Order No. 85705794  
Certificate No: 126353497  
Your Reference: 2410008CH  
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AM956247  
Available: Y  
Size (KB): 683  
Number of Pages: 18  
Scan Date and Time: 11/12/2017 14:01

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Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.



AM956247D

Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

(A) **TORRENS TITLE**

For the common property CP/SP 95852
--

(B) **LODGED BY**

Document Collection Box  <b>573X</b>	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited 123421L P O Box 265 HURSTVILLE BC NSW 1481	CODE  <b>CH</b>
	Reference: 95852	

(C) The Owners-Strata Plan No. 95852 certify that a special resolution was passed on 19/10/2017

(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

Amended by-law No. NOT APPLICABLE

as fully set out below:

As set out in Annexure A

(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 B \_\_\_\_\_

(G) The seal of The Owners-Strata Plan No. 95852 was affixed on 1/12/2017 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: *Clare Rietz*

Name: Clare Rietz

Authority: Netstrata-Managing Agent

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

Name: \_\_\_\_\_

Authority: \_\_\_\_\_



**Annexure A Change of By-Laws**

**Parties: 95852**

**Dated: 19 October 2017**

**Special By- Law 1- Installation of Foxtel**

The Owners Corporation by the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- a) To purchase and install Foxtel satellite or cable television to the strata scheme including all associated equipment such as cabling, amplifiers and wall plates at their discretion, and;
- b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).





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## Strata Plan 95852 7-9 WINNING STREET KELLYVILLE

The Following are the Standard By-laws registered with the scheme. Strata Plan registration  
Date: 14/07/2017

### 1 Definitions and Interpretation

#### 1.1 Definitions

In these by-laws these terms (in any form) mean:

- (a) Act means the Strata Schemes Management Act 2015 (NSW);
- (b) Air Conditioning Unit means the air conditioning system servicing a Lot including internal air conditioning unit or units, any condensers, pipes, condensate drains, wires, fans and any other associated components existing at the time of registration of this plan;
- (c) Balcony means that part of a Lot which is noted as "Balcony" on the Strata Plan;
- (d) Building means the building in which the Parcel is located;
- (e) Building Management Committee means the committee appointed under the Strata Management Statement;
- (f) by-laws means these by-laws;
- (g) Car Space means a part of a Lot or a separate lot which has been approved by the relevant consent authority for use as a car space;
- (h) Caretaker means any person or corporation appointed under by-law 7, whether appointed by the Original Owner or the Owners Corporation;
- (i) Common Property means so much of the Parcel as from time to time is not comprised in any Lot;
- (j) Council means the Hills Shire Council or its successor;
- (k) Development Consent means the notice of determination dated 30 July 2015 with reference no. 799/2015/JP issued by Council, as varied or amended;
- (l) Excluded Dog means an unregistered, restricted or dangerous dog under the Companion Animals Act 1998 (NSW);
- (m) Fire Safety Device means any structure or device contained within a Lot or Common Property that:
  - (i) monitors or signals the incidence of smoke, heat or fire within the Parcel;
  - (ii) provides lighting in the case of smoke, heat or fire within the Parcel;
  - (iii) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
  - (iv) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
  - (v) is required by Law for fire safety or that otherwise improves fire safety;
- (n) Garbage Room means the garbage rooms located on the Common Property;
- (o) Government Agency means any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;
- (p) Law includes:
  - (i) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
  - (ii) a requirement, notice, order, consent or direction received from or given by a statutory public or other competent authority;
- (q) Lot means a lot in the Strata Plan;
- (r) Other Lots means lots 1, 2 and 3 in the Stratum Plan;
- (s) Occupier means any person in lawful occupation of a Lot or any part of a Lot;
- (t) Original Owner means Combined Projects (Kellyville) Pty Ltd ACN 169 928 769;
- (u) Owner means:
  - (i) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in that Lot; or
  - (ii) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s178 of the Act;
- (v) Owners Corporation means the owners corporation for the Strata Scheme;
- (w) Parcel means the land comprised in the Strata Scheme;
- (x) Permitted Person means a person on the Parcel with the express or implied consent of an Owner or Occupier;



Report Date: 1st December 2017



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### Strata Plan 95852

#### 7-9 WINNING STREET KELLYVILLE

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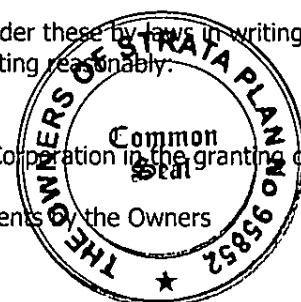
- (y) Representative means a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee;
- (z) Rules means the rules made under these by-laws;
- (aa) Screens means any fly screens or other external screen or door which is attached to windows or doors;
- (bb) Security Key means any key, swipe card, magnetic or other device used to:
  - (i) open and close gates or locks; or
  - (ii) operate alarms, security systems or communications systems; or
  - (iii) operate any equipment or system if applicable;
- (cc) Shared Facilities has that meaning in the Strata Management Statement;
- (dd) Storage Area means that part of a Lot which is noted as "S" on the Strata Plan;
- (ee) Strata Committee means the strata committee of the Owners Corporation elected in accordance with the Act;
- (ff) Strata Management Statement the strata management statement registered with the Strata Plan;
- (gg) Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;
- (hh) Strata Plan the strata plan registered with these by-laws;
- (ii) Strata Scheme the strata scheme constituted on registration of the Strata Plan;
- (jj) Stratum Plan means the stratum plan of subdivision of which lot 4 was subdivided in accordance with the Strata Plan;
- (kk) Substitute Representative means a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if the Representative cannot attend;
- (ll) Terrace means that part of a Lot which is shown as "Terrace" on the Strata Plan;
- (mm) Visitor Car Parking Space means that part of the Common Property noted as "VCS" on the Strata Plan.

#### 1.2 Interpretation

- (a) A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- (b) In these by-laws unless the contrary intention appears a reference to:
  - (i) the singular includes the plural and vice versa;
  - (ii) any gender includes all other genders;
  - (iii) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
  - (iv) this instrument includes any variation or replacement of it.
- (c) If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- (d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- (e) The word "includes" in any form is not a word of limitation.
- (f) A reference to Law includes all Law amending, consolidating or replacing Law.

### 2 Owners Corporation Consent

- (a) A person must make an application for the consent of the Owners Corporation under these by-laws in writing.
  - (b) Subject to an express provision in these by-laws the Owners Corporation must act reasonably.
    - (i) give consent conditionally or unconditionally; or
    - (ii) withhold its consent.
  - (c) An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
  - (d) Subject to an express provision in these by-laws or any provision of the Act, consents of the Owners Corporation under these by-laws may be given by:
    - (i) the Owners Corporation at a general meeting; or
    - (ii) the Strata Committee of the Owners Corporation at a Strata Committee meeting.
- 2.2 The Owners Corporation must give any consent required under these by-laws in writing.



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#### 3 Laws and Instruments

##### 3.1 Application

These by-laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) Permitted Persons; and
- (e) mortgagees in possession of a Lot.

##### 3.2 Rules

- (a) The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- (b) The Rules must be consistent with these by-laws.
- (c) The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- (d) If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- (e) The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

##### 3.3 Compliance with these By Laws

Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

##### 3.4 Compliance with Laws

Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

##### 3.5 Covenants and Easements

Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

##### 3.6 Levies

Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

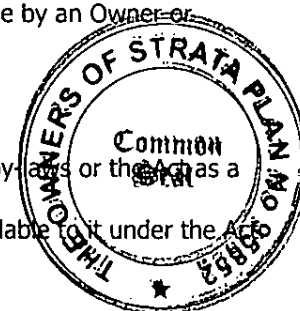
##### 3.7 Non-compliance

The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

- (a) the Owners Corporation may enforce a by-law by legal means;
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
- (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
  - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
  - (ii) pay the Owners Corporation for its costs of doing the work;
- (d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
- (e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

##### 3.8 Applications

Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in



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### **Strata Plan 95852** **7-9 WINNING STREET KELLYVILLE**

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writing and delivered to the Strata Manager.

#### **4 Strata Management Statement and Building Management Committee**

##### 4.1 Strata Management Statement

(a) The Strata Management Statement regulates the management and operational issues affecting the Building and Other Lots and includes provisions relating to:

- (i) the use and operation of Shared Facilities; and
- (ii) the apportionment of costs for Shared Facilities; and
- (iii) insurance requirements.

(b) Each Owner and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.

(c) When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Building Management Committee.

##### 4.2 Building Management Committee

(a) The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Building.

(b) The Owners Corporation is a member of the Building Management Committee.

##### 4.3 Appointing a Representative and Substitute Representative

The Strata Committee may:

- (a) appoint a Representative and Substitute Representative for the Owners Corporation from one or more of the Strata Committee; and
- (b) terminate the appointment of a Representative or Substitute Representative at any time.

##### 4.4 Consents under Strata Management Statement

If a consent is required under the Strata Management Statement, that consent must be obtained in addition to any consents required under this by-law instrument.

##### 4.5 Inconsistencies

If there is any inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

#### **5 Behaviour of Owners, Occupiers and Permitted Persons**

##### 5.1 Noise and Vibration

An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier's right to peaceful enjoyment of a Lot or the Common Property.

##### 5.2 Behaviour

An Owner or Occupier must not:

- (a) obstruct lawful use of Common Property; or
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

##### 5.3 Children

An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.



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##### 5.4 Permitted Persons

An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

##### 5.5 Increasing Insurance

(a) An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.

(b) If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.

(c) Provided the Owner of the relevant Lot complies with by-law (b), it will not be in breach of by-law (a) with respect to any increase in premium arising out of the use of its Lot.

##### 5.6 Damage to lawns and plants

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

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

##### 5.7 Storage of inflammable liquids and other substances and materials

(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

## 6 Common Property and Shared Facilities

##### 6.1 Obligations of Owners and Occupiers

(a) An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:

- (i) leave anything on Common Property;
- (ii) obstruct the use of Common Property;
- (iii) use any part of Common Property for the Owner's or Occupier's own purposes;
- (iv) erect any structure on Common Property;
- (v) attach any item to Common Property;
- (vi) do or permit anything to be done to Common Property which might cause damage; or
- (vii) alter Common Property.

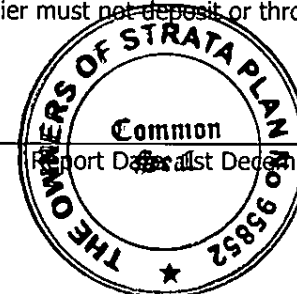
(b) By-law 16 applies to the carrying out of building works or alterations and may apply to paragraph (iv), (v) or (vi) of by-law (a).

(c) An Owner or Occupier must:

- (i) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
- (ii) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
- (iii) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

(d) Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

##### 6.2 Damage to Common Property





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- (a) An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under clause 6.1 (a) cannot authorise any additions to the common property.
- (c) If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:
- promptly notify the Owners Corporation of the damage caused; and
  - compensate the Owners Corporation accordingly.

#### 6.3 Common Property and Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

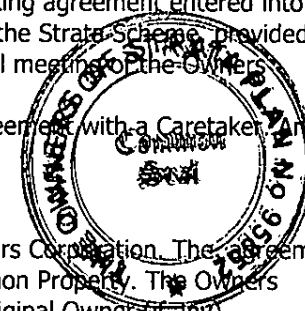
#### 6.4 Fire

The Owners Corporation must:

- prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
- arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
- provide a copy of the annual fire safety statement referred to in by-law 6.4(b) to Council. The Owners Corporation do not have to comply with this by-law if the Building Management Committee have complied with this by-law.

### 7 Caretaker

- In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with the Caretaker to provide management and operational services.
- The duties of the Caretaker under an agreement between it and the Owners Corporation may include, without limitation:
  - caretaking, supervising and servicing Common Property;
  - supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
  - arranging for the inspection and certification of plant and equipment as required by laws;
  - providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handy person and cleaning services;
  - supervising employees and contractors of the Owners Corporation;
  - coordinating and managing collection of garbage and recyclable materials; and
  - doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.
- The Owners Corporation must accept and comply with the terms of any caretaking agreement entered into by the Original Owner for the purposes of the Strata Scheme prior to the creation of the Strata Scheme, provided that any such caretaking agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.
- Subject to by-law (c), the Owners Corporation may enter into a caretaking agreement with a Caretaker. Any such caretaking agreement must include provisions for:
  - the remuneration of the Caretaker for the term of the agreement; and
  - the duties of the Caretaker (being any of those listed in by-law (b)),
  - and otherwise be on terms and conditions reasonably determined by the Owners Corporation. The agreement may include a provision granting the Caretaker possession over part of the Common Property. The Owners Corporation is not obliged to appoint the same Caretaker appointed by the Original Owner (if any).



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(e) An Owner or Occupier or any Permitted Person must not:

- (i) interfere with or stop the Caretaker or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or
- (ii) interfere with or stop the Caretaker or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

#### 8 External Appearance

##### 8.1 General

An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

##### 8.2 Window Coverings

To ensure the architectural integrity of the Building:

- (a) window coverings including louvres, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour; and
- (b) no vertical blinds may be installed on any window.

##### 8.3 Hanging of Washing & Other Items

An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including from the Balcony or Terrace if they can be viewed from outside the Lot of that Owner or Occupier.

##### 8.4 Screens

- (a) An Owner or Occupier must not install Screens to an entry door to a Lot.
- (b) An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

##### 8.5 Signage

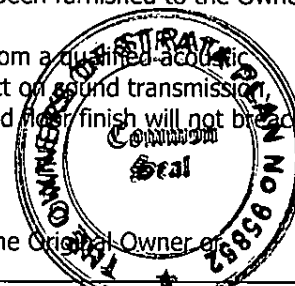
An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Strata Committee and if required, any Government Agency.

##### 8.6 Floor Coverings

- (a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- (b) Except where an Owner or Occupier of a Lot is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law (c) has been furnished to the Owners Corporation.
- (c) An application for consent by an Owner under by-law (b) must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law (a).

##### 8.7 Furniture

Where a floor finish other than carpet and underlay has been installed (whether by the Original Owner or



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otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

#### 8.8 Exclusion

This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

### 9 Storage Areas, Visitor Parking and Parking on Common Property

#### 9.1 Storage Areas

An Owner or Occupier must:

- (a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
- (b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
- (c) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
- (d) ensure that a Storage Area is kept clean and free of rubbish and vermin;
- (e) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
- (f) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.

#### 9.2 Visitor Parking

- (a) An Owner or Occupier must not park a vehicle in a Visitor Car Parking Space.
- (b) An Owner or Occupier and the Owners Corporation must not:
  - (i) park in a Visitor Car Parking Space or permit a Visitor Car Parking Space to be used by any person other than visitors to Strata Scheme;
  - (ii) enter into any lease or licence, or permit the entry into any lease or licence, for a Visitor Car Parking Space with any person; and
  - (iii) impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Visitor Car Parking Space.
- (c) Visitors to the Strata Scheme must not park in the Visitor Car Parking Space for a continuous period of time exceeding 24 hours.

#### 9.3 Parking on Common Property

Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

### 10 Keeping of Animals

#### 10.1 Permitted Animals

An Owner or Occupier may keep without the consent of the Owners Corporation:

- (a) fish in an enclosed aquarium;
- (b) up to 2 small caged birds;
- (c) up to 2 domestic cats; or
- (d) no more than one small or medium size dog (other than an Excluded Dog) weighing to a maximum of 10 kilograms (other than an Excluded Dog);



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#### 10.2 Excluded Dog

An Owner or Occupier must not keep an Excluded Dog and the Owners Corporation will not give consent to the keeping of an Excluded Dog.

#### 10.3 Consent

An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:

- (a) any other type of animal; or
- (b) more dogs or cats than that allowed under by-law 10.1 (c) at the same time.

#### 10.4 Rules

If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- (b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;
- (c) must, when on any other part of the Building, keep the animal appropriately tethered and under control; and
- (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
  - (i) any noise which is disturbing to an extent which is unreasonable;
  - (ii) for damage to or loss of property or injury to any person caused by the animal; and
  - (e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel.
- (f) This by-law:
  - (i) applies to any Permitted Person; and
  - (ii) does not permit the keeping of an Excluded Dog; but
  - (iii) does not prevent the keeping of a dog used as a guide or hearing dog.

#### 10.5 Notice

- (a) Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.
- (b) A further breach under this by-law after notice has been served on an Owner or Occupier under by-law (a), will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

### 11 Cleaning

#### 11.1 Cleaning and Maintenance of Lot

Each Owner and Occupier must keep their Lot:

- (a) clean and tidy;
- (b) free from rubbish; and
- (c) in good repair and condition.

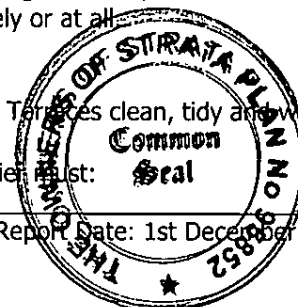
#### 11.2 Windows and Doors

An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass Balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:

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

#### 11.3 Balconies, Terraces and Gardens

- (a) An Owner or Occupier must keep all internal gardens within a Lot, Balconies and Terraces clean, tidy and well maintained.
- (b) If there are planter boxes on or within a Balcony or Terrace, an Owner or Occupier must:



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- (i) properly maintain the soil in the planter boxes;
- (ii) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
- (c) Balconies must not be:
  - (i) used for the storage of goods; or
  - (ii) enclosed in any way.

#### 12 Moving Goods and Furniture

##### 12.1 Notice

An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

##### 12.2 Owners Corporation may determine

The Owners Corporation may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

##### 12.3 Determination

- (a) If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.
- (b) Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.
- (c) If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 6.2(c).

##### 12.4 Caretaker

If the Owners Corporation appoints the Caretaker to assist it to perform its functions under this by-law, then and Owner or Occupier must:

- (a) make arrangements with the Caretaker to transport any furniture or large objects through or on Common Property; and
- (b) comply with the reasonable requirements of the Caretaker when transporting furniture or large objects through or on Common Property.

#### 13 Garbage Disposal

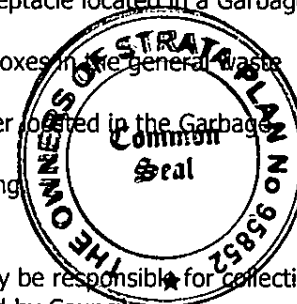
##### 13.1 General

An Owner or Occupier must:

- (a) only dispose of general waste by placing it in the general waste chute or other receptacle located in a Garbage Room on that Owner or Occupiers level of the Building;
- (b) not place any liquids, large items or recyclable waste including bottles, glass and boxes in the general waste chute;
- (c) only dispose of recyclable waste by placing it in the appropriate recyclable container located in the Garbage Room on that Owner or Occupiers level of the Building;
- (d) only use the Garbage Room located on that Owner or Occupiers level of the Building.

##### 13.2 Council Collection

- (a) The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the garbage collection point nominated by Council.
- (b) The Owners Corporation must comply with Council requirements for garbage collection.
- (c) Other than in accordance with this by-law, garbage, trade waste or recyclable material must not be placed



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outside the Building at any time.

#### 13.3 Owner and Occupier obligations

An Owner or Occupier must ensure that:

- (a) garbage is drained and securely wrapped before being placed in the general waste chute;
- (b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines; and
- (c) bottles are drained and cleaned and not broken before placing them in a recyclable container designated for that purpose.

#### 13.4 Cleaning up spills

- (a) An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- (b) If an Owner or Occupier does not comply with by-law 13.3, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

### **14 Provision of Amenities or Services**

(a) Subject to by-law (b), the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:

- (i) window cleaning;
- (ii) garbage disposal and recycling services;
- (iii) electricity, water or gas supply;
- (iv) telecommunication services;
- (v) landscaping and gardening;
- (vi) general cleaning; and
- (vii) security services.

(b) If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

### **15 Security Keys**

#### 15.1 Owners Corporation

- (a) The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- (b) The Owners Corporation must make Security Keys available to:
  - (i) Owners; and
  - (ii) persons authorised by the Owners Corporation.

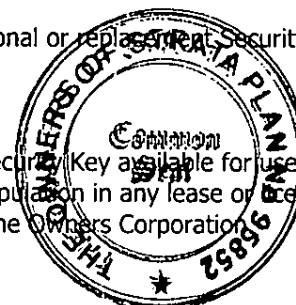
#### 15.2 Fee

The Owners Corporation may charge a reasonable fee and/or deposit for an additional or replacement Security Key required by an Owner.

#### 15.3 Occupiers

An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

#### 15.4 Rules



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A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
  - (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
  - (c) use reasonable endeavours to ensure the Security Key remains within that person's control;
  - (d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation;
- and
- (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

#### 16 Building Works & Alterations

##### 16.1 Consents

- (a) Subject to this by-law 16, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot.
- (b) In addition to the consent of the Owners Corporation under by-law (a), an Owner or Occupier must obtain the consent of:
  - (i) the Council or any other Government Agency if required; and
  - (ii) the Building Management Committee if required.
- (c) Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.
- (d) Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- (e) Consent of the Owners Corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

##### 16.2 Notice to Owners Corporation

- (a) Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days' notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.
- (b) The notice under by-law (a) must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
  - (i) the estimated time period for the carrying out of the proposed alterations or building works;
  - (ii) the nature and extent of the proposed alterations or building works; and
  - (iii) whether any Common Property or another Lot will be affected.

##### 16.3 Carrying out of building works or alterations

During the carrying out of any building works or alterations an Owner must:

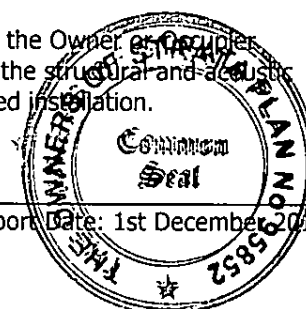
- (a) ensure no damage is caused to services or pipes within the Building;
- (b) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
- (c) repair any damage caused to the Common Property as a result of the building works or alterations;
- (d) carry out the building works or alterations promptly; and
- (e) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

##### 16.4 Audio or Audio Visual Equipment

- (a) An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.
- (b) The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

#### 17 Owners Corporation May Carry Out Work

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#### 17.1 Owners Corporation rights

(a) The Owners Corporation may do anything on or in a Lot:

- (i) which should have been done under these by-laws but has not been done or has not been done properly;
- (ii) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
- (iii) to gain access to Common Property for any reasonable purpose.

(b) If by-law (a) applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:  
(c) enter and remain on the Lot for as long as is necessary; and  
(d) recover any costs associated with carrying out works under these by-laws from the Owner.

#### 17.2 Notice

(a) An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:

- (i) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
- (ii) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

(b) By-law (a) is in addition to the powers of the Owners Corporation under the Act.

### 18 Air Conditioning

#### 18.1 Application

(a) Owners and Occupiers acknowledge that the Air Conditioning Unit servicing that Owner or Occupier's Lot is part of the Owner's Lot and to the extent necessary have exclusive use and enjoyment of the Common Property to support that Air Conditioning Unit.

(b) The Owners are responsible for the proper repair, maintenance and replacement of the Air Conditioning Unit referred to in by-law (a) and must ensure that the Air Conditioning Unit is kept in good order and repair.

#### 18.2 Make Good and Indemnity

(a) Damage to the Common Property adjacent to the Air Conditioning Unit referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

(b) An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

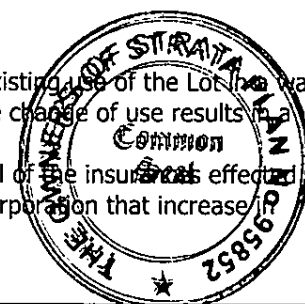
(c) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this by-law. The Owner of the Lot remains liable under these by-laws for all obligations under this by-law.

### 19 Change in Use

#### 19.1 Notice

(a) An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

(b) If the change of use results in an increase in the premium payable for any or all of the insurance effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.



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#### 19.2 Restrictions on the Use of Lots:

- (a) Lots may only be used as a single residential dwelling for occupation by Owners and Occupiers.
- (b) Owners and Occupiers must not use its Lot or permit its Lot to be used:
  - (i) except for a use permitted by a development consent granted by a relevant authority;
  - (ii) for any illegal use;
  - (iii) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
  - (iv) in any manner that interferes with the reasonable enjoyment of an Owner or Occupier of any other Lot; or
  - (v) for any industrial or commercial purpose, including backpackers accommodation, serviced apartments or a boarding house.
- (c) Owners and Occupiers are directed to by-law 22.

#### 20 Integrity of Fire Safety Systems

- (a) An Owner or Occupier must not:
  - (i) interfere with or damage any Fire Safety Device; or
  - (ii) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.
- (b) An Owner or Occupier must:
  - (i) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
  - (ii) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
  - (iii) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
  - (iv) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;
  - (v) reimburse the Owners Corporation for any costs or charges incurred by the Owners Corporation or Building Management Committee as a result of an Owner or Occupier activating a Fire Safety Device which results in the Owners Corporation or Building Management Committee incurring a cost or charge;
  - (vi) subject to receiving notice under by-law (d) give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.
- (c) Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.
- (d) The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 20(b)(vi).
- (e) If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 17.

#### 21 Use of Balconies and Terraces

##### 21.1 Furniture

- (a) An Owner, Occupier or Permitted Person must not, without the written consent of the Owners Corporation, use a Balcony or Terrace to store furniture, goods or any other item.
- (b) Outdoor furniture or other loose items kept on a Balcony or Terrace must:
  - (i) have an appearance in keeping with the appearance of the rest of the Building;
  - (ii) not cause damage or be dangerous or have potential to cause damage or injury;
  - (iii) be adequately secured to ensure that they do not cause damage to a person or property in windy conditions and
  - (iv) not be placed near balustrades in a manner which may create a safety hazard.

##### 21 .2 Balustrades, handrail and grilles



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(a) Subject to (b), an Owner or Occupier must keep all Balconies, Terraces, balustrades (including glass balustrades if any), handrails and grilles within or servicing the Owner or Occupier's Lot clean, tidy and well maintained including so much as is Common Property unless:

(i) the Owners Corporation resolves that it will keep the balustrades, handrails and grilles clean; or

(ii) the balustrades, handrail and grilles cannot be accessed by the Owner or Occupier of the Lot safely or at all.

(b) Owners are responsible for the cost of keeping clean that part of the glass balustrades, handrail and grilles of the Lot that cannot be accessed by an Owner or Occupier safely or at all and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.

(c) An Owner or Occupier must ensure that no damage is caused to a person or property when cleaning, tidying or maintaining any item referred to in by-law 21.2(a).

(d) An Owner or Occupier must not tint or cover a glass balustrade or place any sign on the balustrade.

#### 21.3 Rules

(a) An Owner or Occupier must ensure animals do not soil on any Balcony or Terrace surface.

(b) An Owner or Occupier must not:

(i) modify a balustrade of a Balcony or Terrace in any way; or

(ii) affix or install any item to a wall or ceiling of a Balcony or Terraces; or

(iii) use the glass balustrade or hand rail for any purpose other than for what it was designed.

(c) An Owner or Occupier must not place items on Balconies which may be capable of falling or being blown by wind off the Balcony or in a manner which might create a safety hazard.

(d) An Owner or Occupier must not place any items on ledges, hand rails or balustrades of Balconies.

#### 22 Development Consent Conditions

Owners and Occupiers are required to comply with the provisions of the Development Consent to the extent that apply to a Lot or to Owners and Occupiers.

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

##### 1 Installation of Foxtel

**Registration Date: 01/12/2017**

The Owners Corporation by the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

a) To purchase and install Foxtel satellite or cable television to the strata scheme including all associated equipment such as cabling, amplifiers and wall plates at their discretion, and;

b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).



Report Date: 1st December 2017

## 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 95852 was affixed on 1 December 2017 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: Clare Fietz of Netstrata



Authority: Appointed Managing Agent



## CERTIFICATE ORDER SUMMARY

### Transaction Details

Date: 02/10/2024 15:44  
Order No. 85705794  
Certificate No: 126353498  
Your Reference: 2410008CH  
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AT289546  
Available: Y  
Size (KB): 5105  
Number of Pages: 47  
Scan Date and Time: 25/07/2023 17:15

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Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

**Lodger Details**

Lodger Code 505127H  
Name BANNERMANS, LAWYERS  
Address SE 702, 2 ELIZABETH PLZA  
NORTH SYDNEY 2060  
Lodger Box 1W  
Email MJENKINS@BANNERMANS.COM.AU  
Reference 17606

Land Registry Document Identification

AT289546

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/SP95852	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP95852  
Other legal entity

**Meeting Date**

04/04/2023

**Added by-law No.**

**Details** Special By-law 7  
Special By-law 8  
Special By-law 9

**Amended by-law No.**

**Details** N/A

**Repealed by-law No.**

**Details** N/A

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

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

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

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

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

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

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP95852

**Signer Name** MATTHEW STUART JENKINS

**Signer Organisation** DAVID SUTHERLAND BANNERMAN

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 21/07/2023

**Consolidated List of By-laws for SP95852  
7-9 Winning Street  
NORTH KELLYVILLE NSW 2155**

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## The following are the Standard By-Laws registered with the scheme. Strata Plan registration

### 1 Definitions and Interpretation

#### 1.1 Definitions

In these by-laws these terms (in any form) mean:

- (a) Act means the Strata Schemes Management Act 2015 (NSW);
- (b) Air Conditioning Unit means the air conditioning system servicing a Lot including internal air conditioning unit or units, any condensers, pipes, condensate drains, wires, fans and any other associated components existing at the time of registration of this plan;
- (c) Balcony means that part of a Lot which is noted as "Balcony" on the Strata Plan;
- (d) Building means the building in which the Parcel is located;
- (e) Building Management Committee means the committee appointed under the Strata Management Statement;
- (f) by-laws means these by-laws;
- (g) Car Space means a part of a Lot or a separate lot which has been approved by the relevant consent authority for use as a car space;
- (h) Caretaker means any person or corporation appointed under by-law 7, whether appointed by the Original Owner or the Owners Corporation;
- (i) Common Property means so much of the Parcel as from time to time is not comprised in any Lot;
- (j) Council means the Hills Shire Council or its successor;
- (k) Development Consent means the notice of determination dated 30 July 2015 with reference no. 799/2015/JP issued by Council, as varied or amended;
- (l) Excluded Dog means an unregistered, restricted or dangerous dog under the Companion Animals Act 1998 (NSW);
- (m) Fire Safety Device means any structure or device contained within a Lot or Common Property that:
  - (i) monitors or signals the incidence of smoke, heat or fire within the Parcel;
  - (ii) provides lighting in the case of smoke, heat or fire within the Parcel;
  - (iii) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
  - (iv) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
  - (v) is required by Law for fire safety or that otherwise improves fire safety;
- (n) Garbage Room means the garbage rooms located on the Common Property;
- (o) Government Agency means any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;
- (p) Law includes:
  - (i) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future whether state, federal or otherwise; and
  - (ii) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;
- (q) Lot means a lot in the Strata Plan;
- (r) Other Lots means lots 1, 2 and 3 in the Stratum Plan;
- (s) Occupier means any person in lawful occupation of a Lot or any part of a Lot;
- (t) Original Owner means Combined Projects (Kellyville) Pty Ltd ACN 169 928 769;
- (u) Owner means:
  - (i) except as provided in paragraph (b), a person for the time being recorded in the register as the owner of an estate in that Lot; or
  - (ii) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s178 of the Act;
- (v) Owners Corporation means the owners corporation for the Strata Scheme;
- (w) Parcel means the land comprised in the Strata Scheme;
- (x) Permitted Person means a person on the Parcel with the express or implied consent of an Owner or Occupier;

- (y) Representative means a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee;
- (z) Rules means the rules made under these by-laws;
- (aa) Screens means any fly screens or other external screen or door which is attached to windows or doors;
- (bb) Security Key means any key, swipe card, magnetic or other device used to:
  - (I) open and close gates or locks; or
  - (ii) operate alarms, security systems or communications systems; or
  - (iii) operate any equipment or system if applicable;
- (cc) Shared Facilities has that meaning in the Strata Management Statement;
- (dd) Storage Area means that part of a Lot which is noted as "S" on the Strata Plan;
- (ee) Strata Committee means the strata committee of the Owners Corporation elected in accordance with the Act;
- (ff) Strata Management Statement the strata management statement registered with the Strata Plan;
- (gg) Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;
- (hh) Strata Plan the strata plan registered with these by-laws;
- (ii) Strata Scheme the strata scheme constituted on registration of the Strata Plan;
- (jj) Stratum Plan means the stratum plan of subdivision of which lot 4 was subdivided in accordance with the Strata Plan;
- (kk) Substitute Representative means a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if the Representative cannot attend;
- (ll) Terrace means that part of a Lot which is shown as "Terrace" on the Strata Plan;
- (mm) Visitor Car Parking Space means that part of the Common Property noted as "VCS" on the Strata Plan.

## 1.2 Interpretation

- (a) A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- (b) In these by-laws unless the contrary intention appears a reference to:
  - (i) the singular includes the plural and vice versa;
  - (ii) any gender includes all other genders;
  - (iii) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
  - (iv) this instrument includes any variation or replacement of it.
- (c) If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- (d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- (e) The word "includes" in any form is not a word of limitation.
- (f) A reference to Law includes all Law amending, consolidating or replacing Law.

## 2 Owners Corporation Consent

- (a) A person must make an application for the consent of the Owners Corporation under these by-laws in writing.
  - (b) Subject to an express provision in these by-laws the Owners Corporation must acting ~~reasonably~~
    - (i) give consent conditionally or unconditionally; or
    - (ii) withhold its consent.
  - (c) An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in granting its consent.
  - (d) Subject to an express provision in these by-laws or any provision of the Act, consent of the Owners Corporation under these by-laws may be given by:
    - (i) the Owners Corporation at a general meeting; or
    - (ii) the Strata Committee of the Owners Corporation at a Strata Committee meeting.
- 2.2 The Owners Corporation must give any consent required under these by-laws in writing.

### 3 Laws and Instruments

#### 3.1 Application

These by-laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) Permitted Persons; and
- (e) mortgagees in possession of a Lot.

#### 3.2 Rules

- (a) The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- (b) The Rules must be consistent with these by-laws.
- (c) The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- (d) If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- (e) The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

#### 3.3 Compliance with these By Laws

Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

#### 3.4 Compliance with Laws

Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

#### 3.5 Covenants and Easements

Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

#### 3.6 Levies

Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

#### 3.7 Non-compliance

The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

- (a) the Owners Corporation may enforce a by-law by legal means;
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an ~~Owner or~~ Occupier;
- (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
  - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
  - (ii) pay the Owners Corporation for its costs of doing the work;
- (d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
- (e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

#### 3.8 Applications

Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

## 4 Strata Management Statement and Building Management Committee

### 4.1 Strata Management Statement

(a) The Strata Management Statement regulates the management and operational issues affecting the Building and Other Lots and includes provisions relating to:

- (i) the use and operation of Shared Facilities; and
- (ii) the apportionment of costs for Shared Facilities; and
- (iii) Insurance requirements.

(b) Each Owner and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.

(c) When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Building Management Committee.

### 4.2 Building Management Committee

(a) The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Building.

(b) The Owners Corporation is a member of the Building Management Committee.

### 4.3 Appointing a Representative and Substitute Representative

The Strata Committee may:

- (a) appoint a Representative and Substitute Representative for the Owners Corporation from one or more of the Strata Committee; and
- (b) terminate the appointment of a Representative or Substitute Representative at any time.

### 4.4 Consents under Strata Management Statement

If a consent is required under the Strata Management Statement, that consent must be obtained in addition to any consents required under this by-law instrument.

### 4.5 Inconsistencies

If there is any inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

## 5 Behaviour of Owners, Occupiers and Permitted Persons

### 5.1 Noise and Vibration

An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier's right to peaceful enjoyment of a Lot or the Common Property.

### 5.2 Behaviour

An Owner or Occupier must not:

- (a) obstruct lawful use of Common Property; or
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

### 5.3 Children

An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

### 5.4 Permitted Persons

An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

#### 5.5 Increasing Insurance

- (a) An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- (b) If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.
- (c) Provided the Owner of the relevant Lot complies with by-law (b), it will not be in breach of by-law (a) with respect to any increase in premium arising out of the use of its Lot.

#### 5.6 Damage to lawns and plants

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:
- (i) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
  - (ii) use for his or her own purposes as a garden any portion of the Common Property.

#### 5.7 Storage of inflammable liquids and other substances and materials

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## 6 Common Property and Shared Facilities

### 6.1 Obligations of Owners and Occupiers

- (a) An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:
- (i) leave anything on Common Property;
  - (ii) obstruct the use of Common Property;
  - (iii) use any part of Common Property for the Owner's or Occupier's own purposes;
  - (iv) erect any structure on Common Property;
  - (v) attach any item to Common Property;
  - (vi) do or permit anything to be done to Common Property which might cause damage; or
  - (vii) alter Common Property.
- (b) By-law 16 applies to the carrying out of building works or alterations and may apply to paragraph (iv), (v) or (vi) of by-law (a).
- (c) An Owner or Occupier must:
- (i) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
  - (ii) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
  - (iii) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.
- (d) Except with the prior consent of the Owners Corporation, an Owner or Occupier must ~~not~~ throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

### 6.2 Damage to Common Property

- (a) An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under clause 6.1 (a) cannot authorise any additions to the common property.
- (c) If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:
- (i) promptly notify the Owners Corporation of the damage caused; and
  - (ii) compensate the Owners Corporation accordingly.

### 6.3 Common Property and Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

#### 6.4 Fire

The Owners Corporation must:

- (a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
- (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
- (c) provide a copy of the annual fire safety statement referred to in by-law 6.4(b) to Council. The Owners Corporation do not have to comply with this by-law if the Building Management Committee have complied with this by-law.

### 7 Caretaker

(a) In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with the Caretaker to provide management and operational services.

(b) The duties of the Caretaker under an agreement between it and the Owners Corporation may include, without limitation:

- (i) caretaking, supervising and servicing Common Property;
- (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
- (iii) arranging for the inspection and certification of plant and equipment as required by laws;
- (iv) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handy person and cleaning services;
- (v) supervising employees and contractors of the Owners Corporation;
- (vi) coordinating and managing collection of garbage and recyclable materials; and
- (vii) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.

(c) The Owners Corporation must accept and comply with the terms of any caretaking agreement entered into by the Original Owner for the purposes of the Strata Scheme prior to the creation of the Strata Scheme. Provided that any such caretaking agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.

(d) Subject to by-law (c), the Owners Corporation may enter into a caretaking agreement with a Caretaker. If such caretaking agreement must include provisions for:

- (i) the remuneration of the Caretaker for the term of the agreement; and
  - (ii) the duties of the Caretaker (being any of those listed in by-law (b)),
- (iii) and otherwise be on terms and conditions reasonably determined by the Owners Corporation. The agreement may include a provision granting the Caretaker possession over part of the Common Property. The Owners Corporation is not obliged to appoint the same Caretaker appointed by the Original Owner (if any).

(e) An Owner or Occupier or any Permitted Person must not:

- (i) interfere with or stop the Caretaker or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or
- (ii) interfere with or stop the Caretaker or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

### 8 External Appearance

#### 8.1 General

An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

#### 8.2 Window Coverings

To ensure the architectural integrity of the Building:

- (a) window coverings including louvers, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour; and
- (b) no vertical blinds may be installed on any window.

#### 8.3 Hanging of Washing & Other Items

An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including from the Balcony or Terrace if they can be viewed from outside the Lot of that Owner or Occupier.

#### 8.4 Screens

- (a) An Owner or Occupier must not install Screens to an entry door to a Lot.
- (b) An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

#### 8.5 Signage

An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Strata Committee and if required, any Government Agency.

#### 8.6 Floor Coverings

- (a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- (b) Except where an Owner or Occupier of a Lot is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law (c) has been furnished to the Owners Corporation.
- (c) An application for consent by an Owner under by-law (b) must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law (a).

#### 8.7 Furniture

Where a floor finish other than carpet and underlay has been installed (whether by the Owner or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

#### 8.8 Exclusion

This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

## 9 Storage Areas, Visitor Parking and Parking on Common Property

#### 9.1 Storage Areas

An Owner or Occupier must:

- (a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
- (b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
- (c) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
- (d) ensure that a Storage Area is kept clean and free of rubbish and vermin;
- (e) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
- (f) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.

#### 9.2 Visitor Parking

- (a) An Owner or Occupier must not park a vehicle in a Visitor Car Parking Space.
- (b) An Owner or Occupier and the Owners Corporation must not:
- (i) park in a Visitor Car Parking Space or permit a Visitor Car Parking Space to be used by any person other than visitors to Strata Scheme;
  - (ii) enter into any lease or licence, or permit the entry into any lease or licence, for a Visitor Car Parking Space with any person; and
  - (iii) impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Visitor Car Parking Space.
- (c) Visitors to the Strata Scheme must not park in the Visitor Car Parking Space for a continuous period of time exceeding 24 hours.

### 9.3 Parking on Common Property

Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

## 10 Keeping of Animals

### 10.1 Permitted Animals

An Owner or Occupier may keep without the consent of the Owners Corporation:

- (a) fish in an enclosed aquarium;
- (b) up to 2 small caged birds;
- (c) up to 2 domestic cats; or
- (d) no more than one small or medium size dog (other than an Excluded Dog) weighing ~~up to~~ a maximum of kilograms (other than an Excluded Dog);

### 10.2 Excluded Dog

An Owner or Occupier must not keep an Excluded Dog and the Owners Corporation will not give consent to the keeping of an Excluded Dog.

### 10.3 Consent

An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:

- (a) any other type of animal; or
- (b) more dogs or cats than that allowed under by-law 10.1 (c) at the same time.

### 10.4 Rules

If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- (b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;
- (c) must, when on any other part of the Building, keep the animal appropriately tethered and under control; and
- (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
  - (i) any noise which is disturbing to an extent which is unreasonable;
  - (ii) for damage to or loss of property or injury to any person caused by the animal; and
- (e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel.
- (f) This by-law:
  - (i) applies to any Permitted Person; and
  - (ii) does not permit the keeping of an Excluded Dog; but
  - (iii) does not prevent the keeping of a dog used as a guide or hearing dog.

### 10.5 Notice

- (a) Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.
- (b) A further breach under this by-law after notice has been served on an Owner or Occupier under by-law (a), will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

## 11 Cleaning

### 11.1 Cleaning and Maintenance of Lot

Each Owner and Occupier must keep their Lot:

- (a) clean and tidy;
- (b) free from rubbish; and
- (c) in good repair and condition.

### 11.2 Windows and Doors

An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass Balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:

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

### 11.3 Balconies, Terraces and Gardens

- (a) An Owner or Occupier must keep all internal gardens within a Lot, Balconies and Terraces clean, tidy and well maintained.
- (b) If there are planter boxes on or within a Balcony or Terrace, an Owner or Occupier must:
- (i) properly maintain the soil in the planter boxes;
  - (ii) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
- (c) Balconies must not be:
- (i) used for the storage of goods; or
  - (ii) enclosed in any way.

## 12 Moving Goods and Furniture

### 12.1 Notice

An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

### 12.2 Owners Corporation may determine

The Owners Corporation may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

### 12.3 Determination

- (a) If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.
- (b) Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.
- (c) If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 6.2(c).

### 12.4 Caretaker

If the Owners Corporation appoints the Caretaker to assist it to perform its functions under this by-law, then an Owner or Occupier must:

- (a) make arrangements with the Caretaker to transport any furniture or large objects through or on Common Property; and
- (b) comply with the reasonable requirements of the Caretaker when transporting furniture or large objects through or on Common Property.

## 13 Garbage Disposal

### 13.1 General

An Owner or Occupier must:

- (a) only dispose of general waste by placing it in the general waste chute or other receptacle located in a Garbage Room on that Owner or Occupiers level of the Building;
- (b) not place any liquids, large items or recyclable waste including bottles, glass and boxes in a general waste chute;
- (c) only dispose of recyclable waste by placing it in the appropriate recyclable container located in the Garbage Room on that Owner or Occupiers level of the Building;
- (d) only use the Garbage Room located on that Owner or Occupiers level of the Building.

### 13.2 Council Collection

- (a) The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the garbage collection point nominated by Council.
- (b) The Owners Corporation must comply with Council requirements for garbage collection.
- (c) Other than in accordance with this by-law, garbage, trade waste or recyclable material must not be placed outside the Building at any time.

### 13.3 Owner and Occupier obligations

An Owner or Occupier must ensure that:

- (a) garbage is drained and securely wrapped before being placed in the general waste chute;
- (b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines; and
- (c) bottles are drained and cleaned and not broken before placing them in a recyclable container designated for that purpose.

### 13.4 Cleaning up spills

- (a) An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- (b) If an Owner or Occupier does not comply with by-law 13.3, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

## 14 Provision of Amenities or Services

(a) Subject to by-law (b), the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:

- (i) window cleaning;
- (ii) garbage disposal and recycling services;
- (iii) electricity, water or gas supply;
- (iv) telecommunication services;
- (v) landscaping and gardening;
- (vi) general cleaning; and
- (vii) security services.

(b) If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

## 15 Security Keys

### 15.1 Owners Corporation

- (a) The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- (b) The Owners Corporation must make Security Keys available to:
  - (i) Owners; and
  - (ii) persons authorised by the Owners Corporation.

### 15.2 Fee

The Owners Corporation may charge a reasonable fee and/or deposit for an additional or replacement Security Key required by an Owner.

### 15.3 Occupiers

An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease of the office of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

### 15.4 Rules

A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) use reasonable endeavours to ensure the Security Key remains within that person's control;
- (d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

## 16 Building Works and Alterations

### 16.1 Consents

- (a) Subject to this by-law 16, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot.
- (b) In addition to the consent of the Owners Corporation under by-law (a), an Owner or Occupier must obtain the consent of:
- (i) the Council or any other Government Agency if required; and
  - (ii) the Building Management Committee if required.
- (c) Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.
- (d) Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- (e) Consent of the Owners Corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

### 16.2 Notice to Owners Corporation

- (a) Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days' notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.
- (b) The notice under by-law (a) must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
- (i) the estimated time period for the carrying out of the proposed alterations or building works;
  - (ii) the nature and extent of the proposed alterations or building works; and
  - (iii) whether any Common Property or another Lot will be affected.

### 16.3 Carrying out of building works or alterations

- During the carrying out of any building works or alterations an Owner must:
- (a) ensure no damage is caused to services or pipes within the Building;
  - (b) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
  - (c) repair any damage caused to the Common Property as a result of the building works or alterations;
  - (d) carry out the building works or alterations promptly; and
  - (e) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

### 16.4 Audio or Audio Visual Equipment

- (a) An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.
- (b) The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

## 17 Owners Corporation May Carry Out Work

### 17.1 Owners Corporation rights

- (a) The Owners Corporation may do anything on or in a Lot:
- (i) which should have been done under these by-laws but has not been done or has not been done properly;
  - (ii) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
  - (iii) to gain access to Common Property for any reasonable purpose.
- (b) If by-law (a) applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
- (c) enter and remain on the Lot for as long as is necessary; and
  - (d) recover any costs associated with carrying out works under these by-laws from the Owner.

#### 17.2 Notice

(a) An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:

- (i) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
- (ii) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

(b) By-law (a) is in addition to the powers of the Owners Corporation under the Act.

### 18 Air Conditioning

#### 18.1 Application

(a) Owners and Occupiers acknowledge that the Air Conditioning Unit servicing that Owner or Occupier's Lot is part of the Owner's Lot and to the extent necessary have exclusive use and enjoyment of the Common Property to support that Air Conditioning Unit.

(b) The Owners are responsible for the proper repair, maintenance and replacement of the Air Conditioning Unit referred to in by-law (a) and must ensure that the Air Conditioning Unit is kept in good order and repair.

#### 18.2 Make Good and Indemnity

(a) Damage to the Common Property adjacent to the Air Conditioning Unit referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

(b) An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

(c) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this by-law. The Owner of the Lot remains liable under these by-laws for all obligations under this by-law.

### 19 Change in Use

#### 19.1 Notice

(a) An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in hazardous activity being carried out on the Lot).

(b) If the change of use results in an increase in the premium payable for any or all of the insurance effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

#### 19.2 Restrictions on the Use of Lots:

(a) Lots may only be used as a single residential dwelling for occupation by Owners and Occupiers.

(b) Owners and Occupiers must not use its Lot or permit its Lot to be used:

- (i) except for a use permitted by a development consent granted by a relevant authority;
- (ii) for any illegal use;
- (iii) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
- (iv) in any manner that interferes with the reasonable enjoyment of an Owner or Occupier of any other Lot; or
- (v) for any industrial or commercial purpose, including backpackers accommodation, serviced apartments or a boarding house.

(c) Owners and Occupiers are directed to by-law 22.

### 20 Integrity of Fire Safety Systems

(a) An Owner or Occupier must not:

- (i) interfere with or damage any Fire Safety Device; or
- (ii) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.

- (b) An Owner or Occupier must:
- (i) Immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
  - (ii) Immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
  - (iii) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
  - (iv) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;
  - (v) reimburse the Owners Corporation for any costs or charges incurred by the Owners Corporation or Building Management Committee as a result of an Owner or Occupier activating a Fire Safety Device which results in the Owners Corporation or Building Management Committee incurring a cost or charge;
  - (vi) subject to receiving notice under by-law (d) give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.
- (c) Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.
- (d) The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 20(b)(vi).
- (e) If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 17.

## 21 Use of Balconies and Terraces

### 21.1 Furniture

- (a) An Owner, Occupier or Permitted Person must not, without the written consent of the Owners Corporation, use a Balcony or Terrace to store furniture, goods or any other item.
- (b) Outdoor furniture or other loose items kept on a Balcony or Terrace must:
- (i) have an appearance in keeping with the appearance of the rest of the Building;
  - (ii) not cause damage or be dangerous or have potential to cause damage or injury;
  - (iii) be adequately secured to ensure that they do not cause damage to a person or property in the building, common areas and
  - (iv) not be placed near balustrades in a manner which may create a safety hazard.

### 21.2 Balustrades, handrail and grilles

- (a) Subject to (b), an Owner or Occupier must keep all Balconies, Terraces, balustrades (including glass balustrades if any), handrails and grilles within or servicing the Owner or Occupier's Lot clean, tidy and well maintained including so much as is Common Property unless:
- (i) the Owners Corporation resolves that it will keep the balustrades, handrails and grilles clean; or
  - (ii) the balustrades, handrail and grilles cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- (b) Owners are responsible for the cost of keeping clean that part of the glass balustrades, handrail and grilles of the Lot that cannot be accessed by an Owner or Occupier safely or at all and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- (c) An Owner or Occupier must ensure that no damage is caused to a person or property when cleaning, tidying or maintaining any item referred to in by-law 21.2(a).
- (d) An Owner or Occupier must not tint or cover a glass balustrade or place any sign on the balustrade.

### 21.3 Rules

- (a) An Owner or Occupier must ensure animals do not soil on any Balcony or Terrace surface.
- (b) An Owner or Occupier must not:
- (i) modify a balustrade of a Balcony or Terrace in any way; or
  - (ii) affix or install any item to a wall or ceiling of a Balcony or Terraces; or
  - (iii) use the glass balustrade or hand rail for any purpose other than for what it was designed.
- (c) An Owner or Occupier must not place items on Balconies which may be capable of falling or being blown by wind off the Balcony or in a manner which might create a safety hazard.
- (d) An Owner or Occupier must not place any items on ledges, hand rails or balustrades of Balconies.

## 22 Development Consent Conditions

Owners and Occupiers are required to comply with the provisions of the Development Consent to the extent that apply to a Lot or to Owners and Occupiers.

## **ADDITIONAL BY-LAWS**

### **Special By-Law No. 1 – Installation of Foxtel**

The Owners Corporation by the functions conferred upon it by or under the *Strata Schemes Management Act 2015 (NSW)* and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- a) To purchase and install Foxtel satellite or cable television to the strata scheme including all associated equipment such as cabling, amplifiers and wall plates at their discretion, and;
- b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

### **Special By-Law No. 2 – Empowering of Strata Committee**

The Owners Corporation, in addition to the functions conferred upon it by or under the *Strata Schemes Management Act 2015 (NSW)* and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (a) To purchase and install items to add to the aesthetics of the building and increase the safety at the scheme; and
- (b) The purchased items shall become common property and managed accordingly in relation to their maintenance, repair, renewal and replacement; and
- (c) The payment for the items shall be made by the Owners Corporation.

### **Special By-Law No. 3 – Minor Renovations By-Law**

#### **1. Intention**

The intention of this By-law is;

- (a) 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*,
- (b) Define what Minor Works may be approved by the Committee,
- (c) Provide owners with an application process to have their Minor Works approved,
- (d) Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

#### **2. Definitions**

- (a) 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)*.
- (b) Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
  - i. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)

- ii. Renovating any other room within a lot (not including structural works)
- iii. Changing or installing recessed light fittings,
- iv. Installing or replacing wood or other hard floors,
- v. Installing or replacing wiring or cabling or power or access points,
- vi. Work involving reconfiguring walls,
- vii. Installing or replacing pipes and duct work,
- viii. Installing a rainwater tank,
- ix. Installing a clothesline,
- x. Installing a reverse cycle split system or ducted air-conditioning system,
- xi. Installing double or triple glazed windows,
- xii. Installing a heat pump or hot water service,
- xiii. Installing ceiling, wall or floor insulation,
- xiv. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
- xv. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
- xvi. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
- xvii. 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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- (f) 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.
- (g) Where a general meeting is required pursuant to clause 3(f) 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.
- (h) 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;

- (a) The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- (b) A description of the Minor Renovations proposed,
- (c) All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
  - i. 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;
  - ii. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- (d) Details of how any rubbish and debris will be disposed of during the construction process,
- (e) The estimated duration of the work,
- (f) Other information that the committee may require in order to process the application.

#### **5. Terms and Conditions that will apply to all approvals**

- (1) The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.
  - (a) The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
  - (b) 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;
  - (c) 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;
  - (d) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (e) 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;

- (f) 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;
  - (g) 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 (a) to (g) 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;
- (a) The supply of a Dilapidation Report prior to the commencement of the works,
  - (b) The supply of additional expert reports relevant to the proposed works,
  - (c) Payment of a Bond before commencement of the works,
  - (d) Conditions surrounding noise and proposed times of work,
  - (e) Provisions for cleaning and removal of debris,
  - (f) Conditions surrounding access to common property for trades, equipment and vehicles.
  - (g) Any other matter relevant to the application.

## Special By-Law No. 4 – Rules and Recovery of Costs by Owners Corporation

### 1. Introduction

This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

### 2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

- 2.1 "by-laws" means any by-laws in force in respect of the strata scheme;
- 2.2 "cleaning costs" means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;
- 2.3 "demand" means a written demand from us to you;
- 2.4 "denial of access" means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on or undertake a pest inspection, extermination or treatment of the common property or your lot;
- 2.5 "denial of access costs" means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;
- 2.6 "expenses" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, denial of access costs, false alarm expenses, key charges, an insurance increase, remedy expenses and repair costs;
- 2.7 "false alarm" means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;
- 2.8 "false alarm expenses" means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);
- 2.9 "fire alarm" means a smoke detector, smoke alarm, heat sensor, heat alarm or fire alarm or any other device that functions to monitor the incidence of smoke, heat or fire in the building;
- 2.10 "insurance increase" means an amount equal to any increase in an insurance premium, or any insurance excess, payable by us arising out of anything done by you;
- 2.11 "interest" means interest payable on expenses in accordance with this by-law;
- 2.12 "invitee" includes a guest or contractor;
- 2.13 "key" means any key to access the strata scheme or your lot;
- 2.14 "key charges" means any cost or expense incurred by us issuing you with a replacement key;
- 2.15 "lot" means a lot in the strata scheme;
- 2.16 "occupier" means a person in occupation of a lot and includes a tenant;
- 2.17 "owner" means an owner of a lot;

- 2.18 "recovery costs" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.19 "remedy expenses" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;
- 2.20 "repair costs" means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;
- 2.21 "Strata Act" means the *Strata Schemes Management Act 2015*;
- 2.22 "strata scheme" means the strata scheme to which this by-law applies;
- 2.23 "us" or "we" means the owners corporation; and
- 2.24 "you" means an owner or occupier.

### 3. Interpretation

In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### 4. General Rules

- 4.1 You must not breach any by-laws.
- 4.2 You must not cause a false alarm.
- 4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).

- 4.4 You must not leave or dump rubbish on common property (except where permitted by the Strata Act or a by-law).
- 4.5 You must not dirty or soil the common property.
- 4.6 You must not do anything that causes an insurance premium payable by us to increase or us to incur an insurance increase.
- 4.7 You must not cause a denial of access.
- 4.8 You must not lose a key.

#### **5. General Obligations**

- 5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.
- 5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

#### **6. Payment of Expenses**

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

#### **7. Interest on Expenses**

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

#### **8. Payment of Recovery Costs**

You are liable to pay or reimburse us for any recovery costs on demand.

#### **9. Recovery of Expenses, Interest, Etc**

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

#### **10. Mode of Recovery of Expenses, Interest, Etc**

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;

- (b) levy notices served on you; and
  - (c) certificates issued under section 184 of the Strata Act in respect of your lot;
- for the purpose of recovering from you as a debt any of those amounts.

**11. Appropriation of Payments**

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

**12. Sale of Lot**

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

## Special By-Law No. 5 – Common Property Memorandum

### Owners corporation responsibilities for maintenance, repair or replacement

<p><b>1. Balcony and courtyards</b></p>	<ul style="list-style-type: none"> <li>(a) columns and railings</li> <li>(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>(c) balcony ceilings (including painting)</li> <li>(d) security doors, other than those installed by an owner after registration of the strata plan</li> <li>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li> <li>(f) common wall fencing, shown as a thick line on the strata plan</li> <li>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li> <li>(h) awnings within common property outside the cubic space of a balcony or courtyard</li> <li>(i) walls of planter boxes shown by a thick line on the strata plan</li> <li>(j) that part of a tree which exists within common property</li> </ul>
<p><b>2. Ceiling/Roof</b></p>	<ul style="list-style-type: none"> <li>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</li> <li>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)</li> <li>(c) guttering</li> <li>(d) membranes</li> </ul>
<p><b>3. Electrical</b></p>	<ul style="list-style-type: none"> <li>(a) air conditioning systems serving more than one lot</li> <li>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</li> <li>(c) fuses and fuse board in meter room</li> <li>(d) intercom handset and wiring serving more than one lot</li> <li>(e) electrical wiring serving more than one lot</li> <li>(f) light fittings serving more than one lot</li> <li>(g) power point sockets serving more than one lot</li> <li>(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>(i) telephone, television, internet and cable wiring within common property walls</li> <li>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li> <li>(k) lifts and lift operating systems</li> </ul>
<p><b>4. Entrance door</b></p>	<ul style="list-style-type: none"> <li>(a) original door lock or its subsequent replacement</li> <li>(b) entrance door to a lot including all door furniture and automatic</li> </ul>

	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
<b>5. Floor</b>	<p>(a) original floorboards or parquet flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
<b>6. General</b>	<p>(a) common property walls</p> <p>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
<b>7. Parking / Garage</b>	<p>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
<b>8. Plumbing</b>	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p>

	(d) storm water and on-site detention systems below ground
<b>9. Windows</b>	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

**Lot owner responsibilities for maintenance, repair or replacement**

<b>1. Balcony and courtyards</b>	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
<b>2. Ceiling/Roof</b>	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
<b>3. Electrical</b>	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
<b>4. Entrance door</b>	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
<b>5. Floor</b>	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
<b>6. General</b>	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher

	<ul style="list-style-type: none"> <li>(e) stove</li> <li>(f) washing machine and clothes dryer</li> <li>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>(h) internal doors (including door furniture)</li> <li>(i) skirting boards and architraves on non-common property walls</li> <li>(j) tiles and associated waterproofing affixed to non-common property walls</li> <li>(k) letterbox within a lot</li> <li>(l) pavers installed within the lot's boundaries</li> <li>(m) ducting cover or structure covering a service that serves a single lot</li> </ul>
<b>7. Parking / Garage</b>	<ul style="list-style-type: none"> <li>(a) garage door remote controller</li> <li>(b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</li> <li>(c) light fittings inside the lot where the light is used exclusively for the lot</li> <li>(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li> <li>(b) pipes and 'S' bend beneath sink, laundry tub or hand basin</li> <li>(c) sink, laundry tub and hand basin</li> <li>(d) toilet bowl and cistern</li> <li>(e) bath</li> <li>(f) shower screen</li> <li>(g) bathroom cabinet and mirror</li> <li>(h) taps and any associated hardware</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li> <li>(b) locks additional to the original (or any lock replaced by an owner)</li> <li>(c) window lock keys</li> </ul>

## Special By-law 6

### By-law to authorise the owner of Lot 87 to add to, alter and erect new structures on the common property and exclusive use

#### PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b. **Building Alteration Plan** means section 19 of the *Strata Schemes Development Act 2015*.
- c. **Insurance** means:
  - i. contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - ii. insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - iii. workers compensation insurance as required by law.
- d. **Lot** means lot 87 in strata scheme 95852.
- e. **Owner** means the owner of the Lot from time to time.
- f. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 95852.

- g. **Works** means the works set out in the scope of works and plans annexed to this by-law.
- h. **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 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*; and
- d. references to legislation includes references to amending and replacing legislation.

## **PART 2 GRANT OF RIGHT**

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

## **PART 3 CONDITIONS**

### **PART 3.1 Before commencement**

- 3.1 Before commencement of the Works the Owner must:
  - a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - b. effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
  - c. ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office;
  - d. if required provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building;

### **PART 3.2 During construction**

- 3.2 Whilst the Works are in progress the Owner must:
  - a. use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;

- c. use reasonable endeavours to cause as little disruption as possible;
- d. perform the Works during times reasonably approved by the Owners Corporation;
- e. perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- f. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g. protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h. keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- i. ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- j. not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3** **After construction**

3.3 After the Works have been completed the Owner must without unreasonable delay:

- a. notify the Owners Corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- d. comply with any requirement to lodge a Building Alteration Plan; and
- e. if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

### **PART 3.4** **Enduring rights and obligations**

3.4 The Owner:

- a. is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- b. is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- c. must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- d. remains liable for any damage to lot or common property arising out of the Works;

- e. must make good any damage to lot or common property arising out of the Works; and
- f. must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

## SCOPE OF WORKS

### Bathroom

- Remove, replace and install new vanity and sink
- Remove, replace and install new cabinets
- Remove existing tiling and install new wall tiles
- Remove existing floor and install new floor tiles
- Installation of new waterproofing membrane
- Remove, replace and install new shower and shower screen
- Remove, replace and install new toilet
- Remove, replace and install new tap ware
- Remove bath
- Install shower

### Laundry

- Remove, replace and install new sink
- Remove, replace and install new cabinets
- Install new power outlets
- Change layout of laundry
- Remove existing floor and install new floor tiles
- Installation of new waterproofing membrane
- Remove, replace and install new tap ware

### Removing/Modifying Walls and Doors

#### Walls

- Modifying

Description of modifications: Wall in between Laundry and linen cupboard to be removed and consolidated into laundry space.

#### Doors

- Modifying
  - Change ensuite and main bathroom wall hung doors to sliding doors
  - Change laundry wall hung doors to bi fold doors

Description of modifications: Change ensuite and main bathroom wall hung doors to sliding doors  
Change laundry wall hung doors to bi fold doors

## PLANS

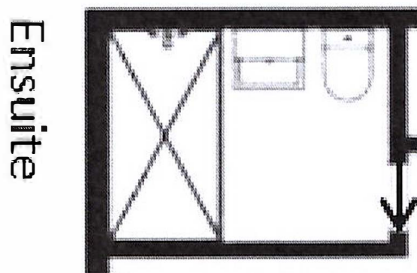
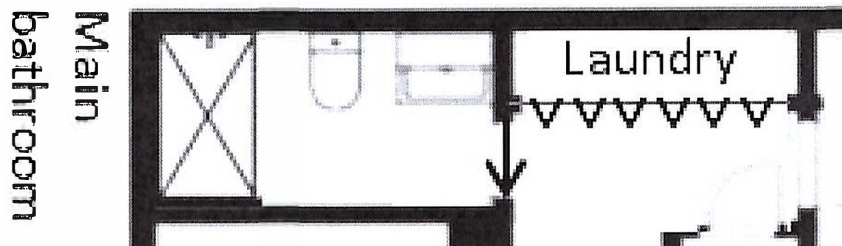
**This plan is in PDF format and is attached to the email, file name:** Floor-plan-proposed-bathrooms-laundry-U516

**Company that prepared the plans:** Melissa Windon

**Plans prepared by:** Melissa Windon

**Date of plans:** 08/04/2021

Strata Plan no 95852: Lot 87/U516  
Strata Plan address: 7 Winning Street North Kellyville,  
2155 Proposed works area



## **Special By-law 7- Code of Conduct**

### **PART 1 DEFINITIONS & INTERPRETATION**

- 1.1 In this by-law:
- (a) **Act** means the Strata Schemes Management Act 2015.
  - (b) **Lot** means a lot in strata scheme 95852.
  - (c) **Occupier** means the occupier of a lot in strata scheme 95852 from time to time.
  - (d) **Owner** means the owner of a lot in strata scheme 95852 from time to time.
  - (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 95852.
  - (f) **Scheme** means the strata scheme created on registration of strata plan registration no. 95852.
  - (g) **Strata Manager** means the strata managing agent appointed by the Owners Corporation from time to time.
  - (h) **Staff** means any staff member, employee, contractor, volunteer worker and/or another party engaged by the Owners Corporation to assist in the operation of the Scheme.
  - (i) **Strata Committee** means the Strata Committee of the Owners Corporation from time to time.
- 1.2 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*; and
  - (d) references to legislation includes references to amending and replacing legislation.
- 1.3 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 For the purpose of facilitating harmony, efficiency and cost effective administration within the Scheme, the Owners Corporation, Strata Committee, Owners and Occupiers must ensure

that all communication regarding the management of the Scheme is directed to the Strata Manager only.

- 2.2 The Owners Corporation, Strata Committee, Owners and Occupiers must ensure that all communication is respectful, courteous and reasonable and does not include anything which is discriminatory, derogative, intimidating, harassing, threatening and/or constitutes bullying within the Scheme.
- 2.3 All written communication relating to the management and administration of the Scheme must be addressed to the Agent.
- 2.4 The Owners Corporation must appoint a member of the Strata Committee ("Contact") to act as representative of the Owners Corporation and Strata Committee in relation to communications with the Agent and communications with third parties, such as lawyers, consultants, contractors and suppliers where the Owners Corporation or Strata Committee has not instructed the Agent to conduct such communications on its behalf ("Other Representatives") and:
  - (a) The Owners Corporation and Strata Committee each authorise the Contact to provide instructions to the Agent and other Representatives on their behalf, such that the Agent or other Representatives may accept those instructions as instructions of the Owners Corporation or Strata Committee.
  - (b) The Contact must not provide instructions to the Agent or other Representatives on behalf of the Owners Corporation inconsistent with any directions given to the Contact by the Owners Corporation.
  - (c) The Contact must not provide instructions to the Agent or other Representatives on behalf of the Strata Committee inconsistent with any directions given to the Contact by the Strata Committee.
  - (d) The Owners Corporation and Strata Committee each authorise the Contact to receive documents, advice or other information ("Information") from the Agent and other Representatives on their behalf, such that the Agent's or other Representative's provision of Information to the Contact to the Contact will constitute provision of that Information to the Owners Corporation or Strata Committee.
  - (e) The Contact must report to the Owners Corporation in relation to Information received from the Agent or other Representatives on behalf of the Owners Corporation in the manner specified in Schedule 1.
  - (f) The Contact must report to the Strata Committee in relation to Information received from the Agent or other Representatives on behalf of the Strata Committee in the

manner specified in Schedule 1.

- 2.5 The Owners Corporation and Strata Committee authorise the Agent to receive any documents, advice or other information related to the operation of the Scheme.
- 2.6 Forms of communication must be conducted in the manner specified in Schedule 1. Owners and Occupiers acknowledge that failure to do so may undermine efficient administration of the Scheme and increase administration costs to the Scheme, including additional charges by the Agent and Other Representatives and that, to prevent that occurring, the Owners Corporation, Strata Committee and Contact may direct the Agent and Other Representatives not to engage in communications outside those parameters.
- 2.7 Nothing contained in this by-law will operate so as to negate any statutory requirement regarding service of any document or other information.

### PART 3 CONDUCT OF THE OWNERS CORPORATION

- 3.1 The Owners Corporation, Owners and Occupiers must not do anything which is disrespectful, derogatory, discriminatory, aggressive and/or intimidating to another Owner or Occupier within the Scheme.
- 3.2 An Owner or Occupier, must not do anything which impedes or negatively impacts the Owners Corporation's ability to conduct their duties in accordance with the Act.
- 3.3 An Owner or Occupier must ensure that they behave at all times in a manner that is respectful and courteous towards Staff.
- 3.4 An Owner or Occupier must respect the relevant job descriptions and/or professional roles of Staff and not attempt to disempower and/or issue instructions to Staff that is beyond the Staff's relevant job descriptions and/or professional roles without the written consent of the Owners Corporation.
- 3.5 A member of the Owners Corporation must not provide instructions to third parties and/or other representatives on behalf of the Scheme without the appropriate written approval of the Owners Corporation required under the Act.
- 3.6 An Owner or Occupier must not harass, bully and/or make Staff feel unsafe at the Scheme.
- 3.7 An Owner or Occupier must ensure that the personal information of Staff remains confidential.

3.8 If a Lot is leased, the Owner must:

- (a) promptly notify their real estate or other agent of this by-law; and
- (b) ensure that a copy of this by-law is provided to the Occupier.

#### PART 4 CONDUCT OF THE STRATA COMMITTEE

4.1 A member of the Strata Committee must not do anything in the course of their duties, which constitutes:

- (a) discrimination;
- (b) harassment;
- (c) intimidation; or
- (d) bullying

to another Owner or Occupier within the Scheme.

4.2 An individual member for the Strata Committee must not:

- (a) unreasonably disclose information held by the Owners Corporation, including information about an Owner or Occupier;
- (b) cause a nuisance or otherwise behave in a way to bring disrepute or diminish the reputation of the Strata Committee or impede the operation of the Strata Committee;
- (c) make a decision that requires a resolution of the Strata Committee or the Owners Corporations in accordance with the Act;
- (d) direct Staff to undertake work that has not been approved by the Strata Committee;
- (e) provide instructions to and/or engage third parties or other representatives on behalf of the Scheme without the appropriate approval required under the Act;
- (f) incur any financial cost on behalf of the Owners Corporation without the prior written approval of the Strata Committee or Owners Corporation;
- (g) engage in any conduct in contravention of the Act.

4.3 A member of the Strata Committee must:

- (a) act in an honest, courteous and respectful manner;
- (b) be honest and fair while discharging their duties;
- (c) act in the best interests of the Owners Corporation unless it is unlawful to do so;
- (d) comply with the registered by-laws of the Scheme;
- (e) not engage in any act or behavior that constitutes an attack on the Administrator and/or Staff at the Scheme and undermines the Owners Corporation’s legal obligations pursuant to the consent conditions of the current development application of the Scheme;
- (f) respect fellow member’s opinions; and
- (g) facilitate co-operation in the Strata Committee.

**Schedule 1  
 Approved Communications Methods**

	<b>Type of Communication</b>	<b>Approved Communication Method</b>
1.	Owner provision of strata information notice under Section 22 of the Act	To be sent by post or email to the Agent
2.	Owners Corporation service on owner of notice of meeting or other document or information required to be served on owner	To be sent by email if an email address is held and otherwise by post
3.	Owners Corporation delivery to Occupiers, details of whom are recorded in the strata roll, of the agenda for general meetings and other documents which the Owners Corporation determines will be provided to Occupiers	To be sent by email if an email address is held and otherwise by post
4.	Owner/Occupier notification of issues concerning common property maintenance, common property amenity or breach of by-laws – non urgent	By post to the Agent
5.	Owner/Occupier notification common property maintenance issues – emergency	By email to the Agent

6.	Owner/Occupier request for issue or replacement of security pass/key	By post to Agent
7.	Owner/Occupier request for approval of pet	By post to Agent
8.	Owner/Occupier request for approval of works involving alteration of or addition to common property, not being minor cosmetic alterations	By email to Agent
9.	Owner request for making of common property rights by-law	By email to Agent
10.	Report to Owners Corporation on common property maintenance and other works, litigation and other projects	The Strata Committee will provide a written report providing such information at such intervals as the Strata Committee determines to be appropriate or instruct the Agent to do so on its behalf
11.	Request to Owners Corporation for approval of engagement of contractor or supplier	By email from the Agent to the Contact
12.	Request to Owner/Occupier for access to lot property required for common property works	By email from the Agent to the Owner/Occupier

## **Special By-law 8 - Parking**

### **1 Introduction**

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- 1.1 The purpose of this by-law is to:
- (a) manage and regulate parking in the strata scheme; and
  - (b) enable the Owners Corporation to take action for any breaches, subject to the terms of the by-law

### **2 Conferral of Rights**

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- 2.1 **Grant of Right**  
In addition to powers and functions granted under the Management Act, the Owners Corporation shall have further powers and functions to regulate parking in the scheme subject to this by-law.

### **3 Parking Conditions**

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- 3.1 An owner or occupier must not park or stand a motor or other vehicle or Watercraft or Trailer on common property, including the Visitor Parking Space, without the prior written consent of the Owners Corporation.
- 3.2 Subject to obtaining consent from the Owners Corporation, an owner or occupier is permitted to park or stand any motor vehicle or other vehicle if it is for the purpose of utilising the charging point made available in the respective Visitor Parking Space to charge their electric cars. If the owner or occupier's electric cars are not charging or have been fully charged, they are not permitted to remain in that Visitor Parking Space.
- 3.3 An owner or occupier must not park or stand any motor or other vehicle or Watercraft or Trailer on their lot:
- (a) that extends beyond the boundaries of their parking space; or
  - (b) that is likely to cause a nuisance or disturbance to another owner or occupier in the building.
- 3.4 An owner or occupier of a lot shall not cause or permit its Visitor:
- (a) to park or stand a motor or other vehicle or Watercraft or Trailer upon the common property (excluding the Visitor Parking Space and in accordance with this by-law) at any time; and
  - (b) to park in the Visitor Parking Area for a period greater than 24 consecutive hours and no more than 36 aggregate hours within any 7 day period, without prior written consent.
- 3.5 An owner or occupier must not park on or in the parking space forming part of another owner's lot, without that owner's prior written consent.
- 3.6 An owner or occupier of a lot must not repair, or allow to be repaired or wash (other than in the car wash bay area if available) a motor or other vehicle, Trailer or Watercraft upon the Visitor Parking Space or upon the common property at any time, except with the prior written approval of the strata committee.
- 3.7 An owner or occupier of a lot must not cause or permit any employee, contractor, tradesperson, removalist or the like to:
- (a) park or stand a motor or other vehicle on the common property (including any Visitor Parking Space); or

- (b) repair a motor or other vehicle on the common property (including any Visitor Parking Space) without prior written approval of the Owners Corporation.
- 3.8 An owner or occupier 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.
- 3.9 An owner or occupier must not at any time enclose any car parking space forming part of that Lot, or alter or erect anything on such car parking space.
- 3.10 If an owner or occupier contravenes any part of this by-law, the Owners Corporation may charge the Car Parking Fee.
- 3.11 An owner or occupier must take all reasonable steps to ensure their Visitor complies with the terms of this by-law.

#### **4 Powers of the Owners Corporation**

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The Owners Corporation or strata committee, for the purpose of the control, management and use of the common property and particularly the parking or standing of motor or other vehicles upon the common property, including Visitor Parking Space may:

- 4.1 install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the common property;
- 4.2 remove any motor or other vehicle parked or standing in or on the common property in contravention of this by-law;
- 4.3 install signage on the common property of the effect of this by-law and limitations on the standing/parking of motor or other vehicles;
- 4.4 place a notice on or about the windscreen of any motor or other vehicle (including Motor Vehicles, Motorcycles, Trailers, Caravans, Boats, Jetskis, Watercrafts or any other wheeled or motorised equipment) parked or standing in or on the common property in contravention of this by-law or any resolution of the strata committee under this by-law;
- 4.5 enter into an agreement with the local council pursuant to section 650A of the *Local Government Act 1993*;
- 4.6 take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the parking of motor or other vehicles in or on the common property;
- 4.7 upon reasonably determining that two (2) contraventions of the by-law has occurred, deactivate or cancel all but one (1) Access Device assigned to the owner or occupier who at the relevant time is residing at the lot, noting that the Access Device will be reactivated upon the occupier notifying the builder manager, in writing, that they will comply with the terms of the by-law;
- 4.8 if a contravention of the by-law has occurred, restrict access to any part of the building to an owner or occupier's visitor, guest or invitee; and
- 4.9 recover the Car Parking Fee against the offending owner or occupier.

## 5 Ongoing Obligations

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An owner or occupier:

- 5.1 must comply with the terms of this by-law and any approval or directions of the Owners Corporation, strata committee or building manager given under this by-law in respect of parking upon the common property and Visitor Parking Space;
- 5.2 must ensure that its Visitor(s), employees, contractors, tradespersons, removalists or the like comply with this by-law; and
- 5.3 agrees to indemnify and keep indemnified the Owners Corporation for any costs, loss, damage, claim arising out of or as a result of action to remove a motor vehicle or other vehicle or Watercraft or Trailer, including any breach of this by-law.

## 6 Recovery

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- 6.1 The Owners Corporation may recover from the offending owner or occupier all costs associated with administering the by-law, including the Car Park Fee.
- 6.2 A Debt will, if not paid within a month of sending the invoice to the responsible person or notifying the responsible person of the Debt, bear interest at ten percent (10%) per annum.
- 6.3 A Debt is recoverable from any court of competent jurisdiction.

## 7 Explanatory Provisions

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### 7.1 Definitions

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

- (a) **Access Device** means any security keys, fobs, access cards or other devices provided by the Owners Corporation to the owner or occupier to access the common property parking area;
- (b) **Car Parking Fee** means the fees and charges in the amounts as determined from time to time incurred by the Owners Corporation for the administrative and other costs including legal and strata fees) and expenses arising out of or in connection with the enforcement of the by-law;
- (c) **Debt** means any amount payable by the owner to the Owners Corporation under this by-law;
- (d) **Development Act** means the *Strata Schemes Development Act 2015*;
- (e) **Law** means all laws, statutes, acts, orders, building codes, regulations, and Australian Standards;
- (f) **Management Act** means the *Strata Schemes Management Act 2015*;
- (g) **Owners Corporation** means the owners corporation established on registration of the strata plan;
- (h) **Trailer** means an unpowered vehicle towed by another primarily used to transport motor vehicles, other vehicles, Watercraft and goods, including enclosed, general and box trailers;

- (i) **Visitor** means a *bona fide* guest or invitee and does not include (without any limitation) any occupier, contractor, tenant or employee of an owner or occupier;
- (j) **Visitor Parking Space** means any area designated for parking in the building not comprising part of the lot; and
- (k) **Watercraft** means any boat, vessel, jet ski or other watercraft.

## 7.2 Interpretation

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

- (a) headings have been inserted for guidance only and do not affect the operation of the by-law;
- (b) any terms in the by-law will have the same meaning as those defined in the Management Act or Development Act;
- (c) any singular means the plural and vice versa;
- (d) references to legislation include references to amending and replacing legislation;
- (e) if there is any inconsistency between this by-law and the applicable management statement, then the provisions of the management statement will prevail;
- (f) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (g) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and
- (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

## **Special By-law 9- Smoking**

### Prohibition of Smoking on Common Property and on Balconies of Lots

1. The purpose of this by-law is to prohibit smoking on all parts of the common property, and on the balconies of Lots, so that smoke does not detract from use and enjoyment of Lots and common property by owners and occupiers of Lots.
2. In this by-law:
  - (a) Words importing the singular include the plural and vice versa;
  - (b) Words importing a gender include any gender;
  - (c) "The Lot" means each respective Lot in Strata Plan No. 95852, as well as any Lot created by a strata plan of subdivision of Strata Plan No. 95852;
  - (d) "Common Property" means any part of the common property of Strata Plan No. 95852; and
  - (e) "Smoke" means light, smoke, hold or otherwise have control over ignited tobacco or any other substance that is intended to be smoked and is ignited, and also includes any form of electronic cigarette and/or vapor product.
3. An owner or occupier of a Lot shall not smoke on Common Property, and shall not permit any occupier, visitor, invitee or entrant onto the Common Property or his or her Lot to smoke on the Common Property.
4. An owner or occupier of a Lot shall not smoke on any balcony of the Lot, and shall not permit any visitor, invitee or entrant onto a Lot, to smoke on any balcony of the Lot.
5. An owner or occupier of a Lot shall, upon observing or becoming aware that an occupier, visitor, invitee or entrant onto his or her Lot is smoking on Common Property or on any balcony of the Lot, immediately require the person to cease smoking on the Common Property or balcony of the Lot.
6. An owner of a Lot shall provide all prospective and existing tenants and licensees of his or her Lot with a copy of this by-law and shall include as a condition of a lease or licence, a requirement that the tenant or licensee comply with this by-law.



*Jillie*

### Approved Form 23

#### Attestation

The seal of The Owners - Strata Plan No 95852 was affixed on ^ 21/7/23 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: J. Williams Name: JOSHUA WILLIAM Authority: STRATA MANAGER

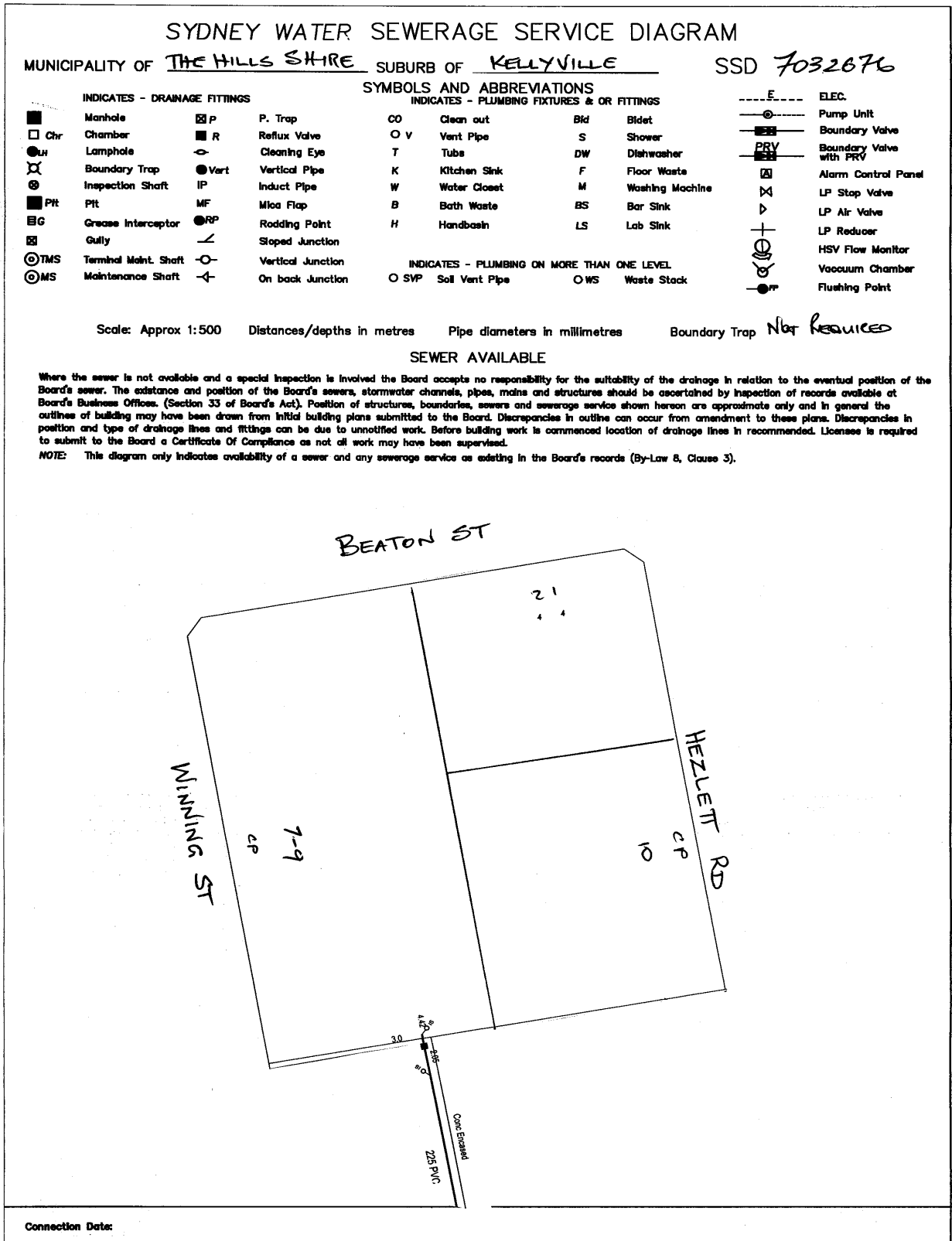
Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date



# Sewer Service Diagram

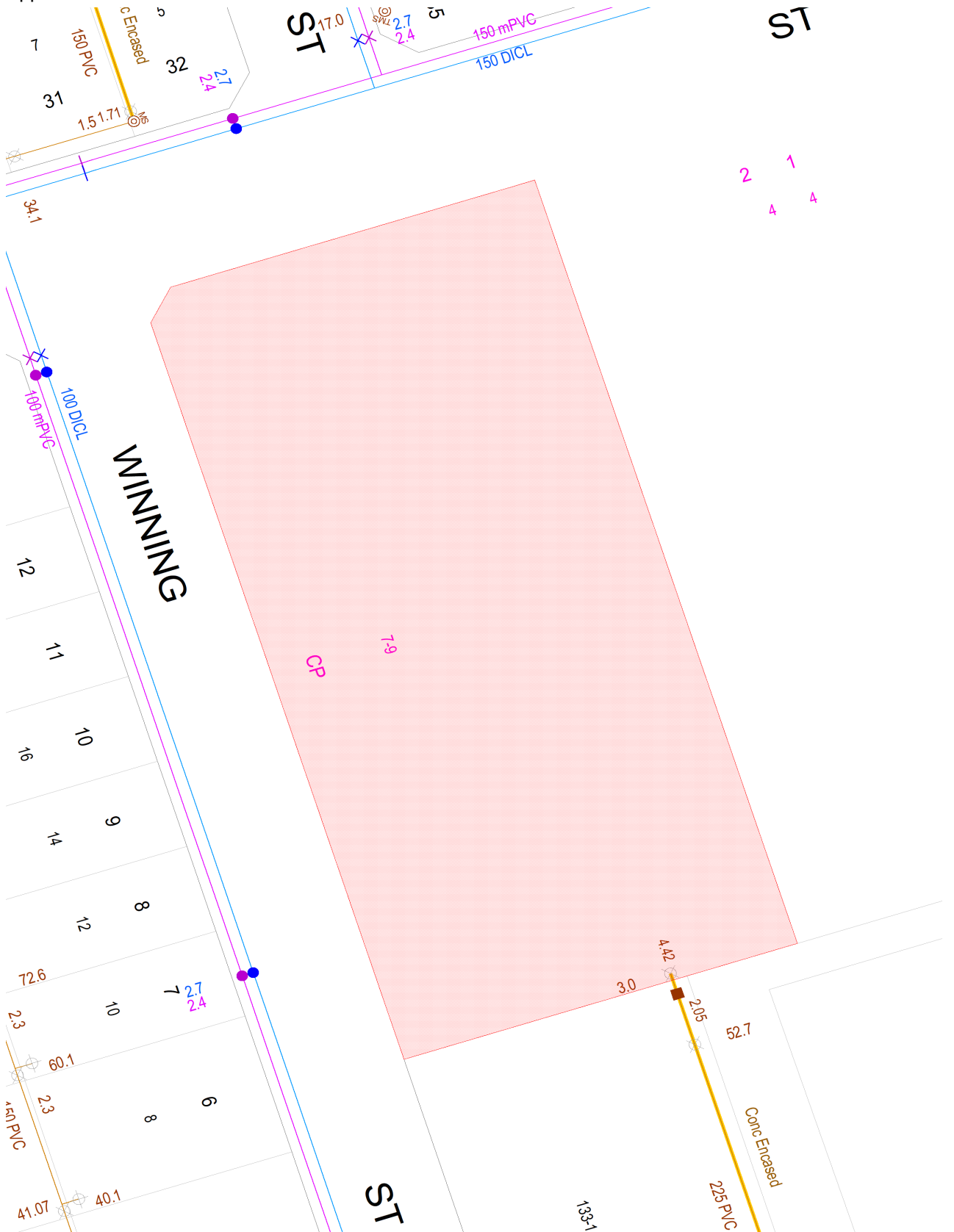
Application Number: 8003777012



**Disclaimer**

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

**Service Location Print**  
Application Number: 8003777006



Document generated at 02-10-2024 03:41:34 PM

**Disclaimer**

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

# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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



## **PLANNING CERTIFICATE UNDER SECTION 10.7(2)**

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **132033**  
Reference: 2410008CH:267499  
Issue Date: 2 October 2024  
Receipt No: 7632379  
Fee Paid: \$ 67.00

ADDRESS: 330/9 Winning Street, NORTH KELLYVILLE NSW 2155  
DESCRIPTION: Lot 14 SP 95852

The land is zoned:

### **Zone B1 Neighbourhood Centre**

The following prescribed matters apply to the land to which this certificate relates:

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2021.

**PLEASE NOTE: THIS CERTIFICATE IS AUTOMATICALLY GENERATED. IT MAY CONTAIN EXCESSIVE SPACES AND/OR BLANK PAGES.**

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THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS  
PRESCRIBED UNDER SECTION 10.7(2) OF THE ABOVE ACT.

---

## **1 Names of relevant planning instruments and development control plans**

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

### **Local Environmental Plans**

The Hills Local Environmental Plan 2019 does not apply to the carrying out of development on the land.

### **State Environmental Planning Policies**

**SEPP (Biodiversity and Conservation) 2021** – including but not limited to  
Chapter 2 Vegetation in non rural areas  
Chapter 6 Water Catchments

**SEPP (Resilience and Hazards) 2021** – including but not limited to

Chapter 3 Hazardous and offensive development  
Chapter 4 Remediation of land

**SEPP (Industry and Employment) 2021** – Including but not limited to  
Chapter 3 Advertising and signage

**SEPP No.65 - Design Quality Of Residential Apartment Development**

**SEPP (Precincts-Central River City) 2021** – Including but not limited to  
Chapter 2 State significant precincts  
Chapter 3 Sydney Region Growth Centres

**SEPP (Resources and Energy) 2021** – including but not limited to  
Chapter 2 Mining, petroleum production and extractive industries  
Chapter 3 Extractive industries in Sydney area

**SEPP (Transport and Infrastructure) 2021** – including but not limited to  
Chapter 2 Infrastructure  
Chapter 3 Educational establishments and childcare

**SEPP (Exempt and Complying Development Codes) 2008**

**SEPP (Planning Systems) 2021** – including but not limited to  
Chapter 2 State and regional development  
Chapter 4 Concurrences and consents

**SEPP (Primary Production) 2021** – including but not limited to  
Chapter 2 Primary production and rural development

**SEPP (Precincts – Western Parkland City) 2021** – Including but not limited to

Chapter 4 Western Sydney Aerotropolis

**SEPP (Housing) 2021**

**SEPP (Sustainable Buildings) 2022**

**Development Control Plans**

**The Hills Development Control Plan 2012**

**North Kellyville Development Control Plan**

**[Development Control Plans | Planning Portal - Department of Planning and Environment \(nsw.gov.au\)](#)**

(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.

**Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

**Proposed State Environmental Planning Policies**

No Proposed State Environmental Planning Policies apply to the land.

Listing of proposed State Environmental Planning Instruments is dependent on advice being provided to Council of community consultation or public exhibition by the relevant public authorities. Refer [Plans and Policies | Planning Portal - Department of Planning and Environment \(nsw.gov.au\)](#)

**Proposed Development Control Plans**

No Proposed Development Control Plans apply to the land.

(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 planning instruments**

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)”,

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan) identifies the land to be:

**Zone B1 Neighbourhood Centre**

- (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,

**Refer Attachment 2(b)**

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

**NO**

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

***The Hills Local Environmental Plan 2019?***

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?***

NO

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?***

NO

***Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?***

NO

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

***The Hills Local Environmental Plan 2019?***

NO

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

NO

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?***

NO

***Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?***

NO

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?***

NO

***Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?***

NO

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

***The Hills Local Environmental Plan 2019?***

NO

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

NO

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**NO**

(g) whether an item of environmental heritage, however described, is located on the land.

***The Hills Local Environmental Plan 2019?***

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**NO**

**3 Contributions**

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

**13 - NORTH KELLYVILLE  
THE HILLS SECTION 7.12**

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—

(a) the name of the region, and

**NO**

(b) the name of the Ministerial planning order in which the region is identified.

**NO**

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

**The land is within the Special Infrastructure Contribution – Western Sydney Growth Areas under the Environmental Planning and Assessment Act 1979.**

**Refer to the Department of Planning and Infrastructure for further information [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)**

(4) In this section— **continued 7.23 determination** means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

**Note—** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

**4 Complying development**

(1) If 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, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code**

Complying Development under the Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code **may be** carried out on the land.

### **Housing Alterations Code and General Development Code**

Complying Development under the Housing Alterations Code and General Development Code **may be** carried out on the land.

### **Industrial and Business Buildings Code**

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

### **Industrial and Business Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes**

Complying Development under the Industrial and Business Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes **may be** carried out on the land.

Note 1: Some specific land exemptions in cl.1.19 of the Codes SEPP may apply only to part of a lot, please refer the [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), for further information.

Note 2: Where reference is made to an applicable map, this information can be sourced from the following websites:

The Hills Local Environmental Plan 2019 - [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au)  
State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct) or (Appendix 10 The Hills Growth Centre Precincts Plan) – [In force legislation - NSW legislation](#)

## 5 Exempt development

(1) If 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.

**Exempt development may be carried out on the land.** Please refer to [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#) for relevant requirements and development standards for specified development.

## 6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

(a) an affected building notice is in force in relation to the land,

**NO**

(b) a building product rectification order is in force in relation to the land that has not been fully complied with,

**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

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

**The Hills Local Environmental Plan 2019?**

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

***State Environmental Planning Policy?***

**NO**

***Any proposed State Environmental Planning Policy?***

**NO**

### **8 Road widening and road realignment**

Whether the land is affected by road widening or road realignment under—

(a) the [Roads Act 1993](#), Part 3, Division 2, or

**NO**

(b) an environmental planning instrument, or

**NO**

(c) a resolution of the council.

**NO**

### **9 Flood related development controls**

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

**NO**

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

**NO**

(3) In this section—

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

**Flood Risk Management Manual** means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

## 10 Council and other public authority policies on hazard risk restrictions

(1) Whether 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.

(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.

The land is affected by the following policies on hazard restrictions:

### i. Landslip

a) By The Hills Local Environmental Plan 2019 zoning?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

b) By The Hills Local Environmental Plan 2019 local provision?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

c) By The Hills Development Control Plan 2012 provision?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

### ii. Bushfire

**YES**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by bushfire. That question is answered in Section 11 of this certificate.**

The NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019'. Development subject to bushfire risk will be required to address the

requirements in these guidelines and can be downloaded off the RFS web site [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)

The Hills Development Control Plan 2012 may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(1) of this certificate for the applicable Development Control Plan.

**iii. Tidal Inundation**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by tidal inundation.**

**iv. Subsidence**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by subsidence.**

**v. Acid sulfate soils**

**NO**

**vi. Contamination**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by contamination or potential contamination.**

**vii. Aircraft noise**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by aircraft noise.**

**viii. Salinity**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by salinity.**

**ix. Coastal hazards**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by coastal hazards.**

**x. Sea level rise**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by sea level rise.**

**xi. Any other risk, other than flooding**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by any other risk, other than flooding.**

**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.

**NO**

**None of the land is bushfire prone land.**

**12 Loose-fill asbestos insulation**

If the land includes residential premises, within the meaning of the [Home Building Act 1989](#), Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

Council has **not** been notified by NSW Fair Trading that the land includes any residential premises that are listed on the register. Refer to the NSW Fair Trading website at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) to confirm that the land is not listed on this register.

**Note:** There is potential for loose-fill asbestos insulation in residential premises that are not listed on the Register. Contact NSW Fair Trading for further information.

**13 Mine subsidence**

Whether the land is declared to be a mine subsidence district, within the meaning of the [Coal Mine Subsidence Compensation Act 2017](#).

**NO**

**14 Paper subdivision information**

- (1) The name of a development plan adopted by a relevant authority that—
- (a) applies to the land, or
  - (b) is proposed to be subject to a ballot.

**NO DEVELOPMENT PLAN APPLIES**

- (2) The date of a subdivision order that applies to the land.

**NO SUBDIVISION ORDER APPLIES**

(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**

If the land is land in relation to which a property vegetation plan is approved and in force under the [Native Vegetation Act 2003](#), Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

**NO**

### **16 Biodiversity stewardship sites**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the [Biodiversity Conservation Act 2016](#), Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

**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**

If the land is biodiversity certified land under the [Biodiversity Conservation Act 2016](#), Part 8, a statement to that effect.

**YES**

The land is identified as a certified area on the North West Growth Centre – Biodiversity Certification map. Refer to [Register of biodiversity certification orders | NSW Environment and Heritage](#)

Note—

Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

### **18 Orders under [Trees \(Disputes Between Neighbours\) Act 2006](#)**

Whether an order has been made under the [Trees \(Disputes Between Neighbours\) Act 2006](#) to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

**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, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the [Local Government Act 1993](#), section 496B, for coastal protection services that relate to existing coastal protection works.

**NO**

(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**

Whether under [State Environmental Planning Policy \(Precincts—Western Parkland City\) 2021](#), Chapter 4 the land is—

(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**

## **21 Development consent conditions for seniors housing**

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

**NO**

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

(1) Whether 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.

**NO**

(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).

(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).

**NO**

(4) In this section—

**former site compatibility certificate** means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

### **23 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.

### **Clause 59(2) Contaminated Land Management Act 1997**

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) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

**NO**

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

**NO**

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

**NO**

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,

**NO**

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

**NO**

Note—

Section 53B requires site auditors to furnish local authorities with copies of site audit statements relating to site audits for the purposes of statutory requirements.

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**THE HILLS SHIRE COUNCIL**

**MICHAEL EDGAR**  
**GENERAL MANAGER**

Per: 

**PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE. WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.**

**ATTACHMENT 2(b)  
STATE ENVIRONMENTAL PLANNING POLICY (PRECINCTS-CENTRAL RIVER CITY)  
2021, CHAPTER 3 SYDNEY REGION GROWTH CENTRES (APPENDIX 5 NORTH  
KELLYVILLE PRECINCT PLAN)**

**Zone B1 Neighbourhood Centre**

**1 Objectives of zone**

- To provide a range of small-scale retail, business and community uses that serve the needs of people who live or work in the surrounding neighbourhood.
- To ensure the scale and type of business development is compatible with the amenity of surrounding areas.
- To allow for residential development that contributes to the economic and social vitality of the neighbourhood centre.
- To ensure that residential development does not preclude the provision of active retail, business and community uses at street level.
- To ensure that residential development does not detract from the primary function of the zone which is to provide for retail, business and convenience uses to serve the community.
- To promote retail activities in accessible locations that encourage walking.
- To promote a sense of place and focal points for the local community.
- To ensure retail development does not adversely impact on the viability of retail development in the Local Centre Zone.

**2 Permitted without consent**

Nil

**3 Permitted with consent**

Business premises; Centre-based child care facilities; Community facilities; Neighbourhood shops; Roads; Shop top housing; Any other development not specified in item 2 or 4

**4 Prohibited**

Agriculture; Biosolid waste applications; Bulky goods premises; Canal estate developments; Caravan parks; Cemeteries; Correctional centres; Crematoria; Depots; Dual occupancies; Dwelling houses; Electricity generating works; Extractive industries; Freight transport facilities; Home occupations (sex services); Industries; Passenger transport facilities; Recreation facilities (major); Residential care facilities; Residential flat buildings (other than as a component of a mixed use development); Restricted premises; Roadside stalls; Rural workers' dwellings; Secondary dwellings; Semi-detached dwellings; Sex services premises; Storage premises; Timber and building supplies; Vehicle sales or hire premises; Waste or resource management facilities.

**NOTE:** Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.