

# Contract for the sale and purchase of land 2026 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	Response Real Estate Norwest Suite 101/12 Century Circuit, Norwest NSW 2153	<b>phone:</b> (02) 9852 0999 <b>email:</b> lorraine@responsere.com <b>ref:</b> Lorraine Young
co-agent		
vendor	EDMUND LOW AND MARIETTA LOW AS TRUSTEES FOR M HO SUPERANNUATION FUND	
vendor's solicitor	Low Doherty & Stratford PO Box 147, Blacktown NSW 2148	<b>phone:</b> (02) 9622 4644 <b>email:</b> Jessie@lowds.com.au <b>ref:</b> JB:12000826
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	BUILDING B Unit 9 25-33 OLD NORTHERN RD BAULKHAM HILLS NSW 2153 LOT 33 STRATA PLAN SP76719 Folio Identifier 33/SP76719	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: commercial office suite	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

## SIGNING PAGE

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

**Choices**

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

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

**Manual transaction** (clause 30)  NO  yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location print) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewer service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" 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 checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract <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 contract or management statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate (strata) <input type="checkbox"/> 57 information certificate (association) <input type="checkbox"/> 58 document relevant to an exclusive supply network <input type="checkbox"/> 59 disclosure statement - off the plan contract <input type="checkbox"/> 60 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 61
<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**

Strata Plus Pty Limited  
 PO Box H181, Royal Exchange NSW 1225  
 info@strataplus.com.au  
 (02) 8198 8500

**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, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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 served by a party 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>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 parties 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 parties' <i>Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<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 within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; in relation to a period, at any time before or during the period; and 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 20 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

- 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 which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey, as regards limited title).

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

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

**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;
  - *FROGW* 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 by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development contract or management statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 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.

BUILDING B UNIT 9, 25-33 OLD NORTHERN RD  
BAULKHAM HILLS NSW 2153

## CONDITIONS OF SALE BY AUCTION

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

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

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

## *SPECIAL CONDITIONS*

1.
  - (a) This Contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the Property.
  - (b) The Purchaser acknowledges that he does not rely on any other letter, document, correspondence, representation or arrangement, whether oral or in writing, made by or on behalf of the Vendor (including by any Agent acting on behalf of the Vendor).
2. The printed form of Contract to which these special conditions are annexed is amended as follows:
  - (a) clause 7.1.1 is deleted;
  - (b) clause 8.1 is amended by deleting the words “on reasonable grounds”;
  - (c) clause 14.4 is amended by inserting the words “without the benefit of the threshold” after the word “year current” and by deleting clause 14.4.2;
  - (d) clause 20.6 is amended as follows: –
    - (i) clause 20.6.5 is amended by deleting the words “or fax” and “in either case”;
    - (ii) in addition to the provisions of Clause 20.6, a notice or document will be validly served if sent by email to the Receiving Party’s email address and the serving Party’s email indicates no error in transmission.
    - (iii) “Receiving Party’s email” means the email address of a party or a party’s Solicitor or Conveyancer whether such email address appears on this Contract or is advertised by the Receiving Party or appears on correspondence from that Receiving Party or is made known by the Receiving Party or otherwise.
    - (iv) Service shall be effective at the time of the email except where the time of dispatch is not before 1700 hours (local time) on a day on which business is generally carried on in the place to which such notice or document is sent, in which case the notice or document shall be deemed to have been received by the Receiving Party at the commencement of business on the next such day in that place.
  - (e) clause 23.13 of this Contract is deleted and replaced with:-

“The Vendor shall not be liable or required to apply for an information certificate. The Vendor authorises the Purchaser to obtain an information certificate. A copy of the information certificate must be provided to the vendor’s lawyer at the time of submitting the adjustment figures.”
  - (f) clause 23.14 is deleted;
  - (g) additional Clause 30.9.1 of this Contract is added:

“The purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion. If the purchaser fails to provide the vendor with adjustment figures at least 2 business days before the date for completion the Purchaser shall pay on completion the Vendor’s additional costs of \$220.00 (inclusive of GST) as a genuine pre-estimate of the Vendor’s additional expenses in relation to the Purchaser’s failure.”

3. (a) The Purchaser agrees that the only form of general Requisition on Title that the Purchaser shall be entitled to pursuant to Clause 5 shall be in the form of Requisitions on Title annexed.
- (b) Nothing herein contained shall prohibit the Purchaser from raising any specific requisition rising out of any of the matters dealt with by any of the Special Conditions (as opposed to the printed form of the conditions) under this Contract.
4. If prior to completion of this Contract, any party dies, becomes mentally ill, is declared bankrupt, or enters into any scheme or makes any assignment for the benefit of creditors, or being a Company, resolves to go into liquidation, or has a petition for the winding up of the Company presented, or enters into any scheme of arrangement with its creditors under the Corporations Law, or should any liquidator, receiver or official manager be appointed in respect of the Company, then any party may rescind this Contract by notice in writing forwarded to the Solicitors for the Vendor or Purchaser (as the case may be) and this Contract shall be at an end and the provisions of Clause 19 shall apply.
5. The Purchaser acknowledges that he has inspected any and all improvements erected upon the subject property and accepts same in its present condition and state of repair and the Purchaser shall not make any objection, requisition, claim for compensation or purport to rescind this Contract due to the condition or state of repair of any said improvements.

#### 6. Deposit by Instalments

If the Vendor agrees that the Purchaser can pay the deposit by instalments, then it is agreed that:

- (a) For the purposes of clause 2, the deposit payable under this Contract is 10% of the price, which is payable as follows:
    - (i) The sum of \$ \_\_\_\_\_ on the date of this Contract or prior to the expiration of the Cooling Off period, if applicable.
    - (ii) The balance either:
      - on termination of this Contract by the Vendor if applicable; or
      - in accordance with clause 16.5 of this Contract.
  - (b) The times for payment under clause 6(a) are essential.
  - (c) If the Vendor is entitled to the deposit and the balance is not paid forthwith, the Vendor is entitled to sue the Purchaser for any unpaid balance of deposit and recover it as a liquidated debt.
  - (d) The right contained in this clause is in addition to and does not limit any remedies available to the Vendor in this Contract despite any rule of law or equity to the contrary.
7. Particulars of the Vendor's title are as contained in the Contract and the Vendor shall not be required to furnish particulars of title after exchange of Contracts.

8. For the purpose of Clause 15 a "Notice to Complete" shall mean a notice requiring the other party to complete this Contract no earlier than fourteen (14) days after the date of service of the Notice. The Vendor and Purchaser acknowledge and agree that the serving of such a Notice shall for all purposes make the time for the obligation of the parties to complete this Contract of the essence and further that the time period referred to in the notice shall in all circumstances be reasonable and sufficient notice. Notwithstanding any other clause herein, service of such Notice may be effected by facsimile transmission or email and shall be deemed to be served on the day the facsimile transmission or email has been completed.
9. (a) If for any reason not solely attributable to the Vendor the balance of the purchase moneys payable by the Purchaser shall not be paid by the Purchaser to the Vendor by the completion date the Purchaser shall on completion pay by way of liquidated damages a sum equal to the rate of eight per centum (8%) per annum on the said balance from the day after the date for completion until actual completion without prejudice to any of the Vendor's other rights herein. It is an essential term of this Contract that interest be paid upon completion.
- (b) Should the Vendor issue a Notice to Complete due to the Purchaser not completing this Contract by the date for completion then the Vendor's Solicitor shall be entitled to charge the Purchaser \$330.00 (inclusive of GST) for the costs and expenses of same. It is an essential term of this Contract that this sum be paid upon completion.
- 
- ~~10. The purchaser hereby authorises the depositholder to release to the vendor's solicitors, or as they shall direct, all or such part of the Deposit paid by the purchaser pursuant to this Contract to enable the vendor to use same in payment of:~~
- ~~(a) a deposit and/or stamp duty in respect of a subsequent purchase by the vendor; or~~  
~~(b) a rental bond and/or rent in advance in respect of a rental property to be rented by the vendor; or~~  
~~(c) an ingoing payment/entry fee/deposit in respect of any retirement accommodation to be occupied by the vendor; or~~  
~~(d) any other similar payment required to secure future accommodation to be occupied by the vendor.~~
11. Deleted.
12. The Purchaser warrants that he has not been introduced to the Vendor or to the Property by or through the intervention of any Agent other than the Vendor's Agent named herein, nor was any other Agent the effective cause of the sale herein provided for. In the event that the Purchaser is in breach of this warranty, the Purchaser hereby indemnifies and agrees to keep indemnified the Vendor against any claim for commission by any Agent (other than the Vendor's Agent named herein) arising out of this sale.

13. (a) A party may execute this Contract as well as any modifications to it by electronic means (including by electronic signature or by email of a signed Contract in PDF or scanned format).

The parties agree and intend that such signature by electronic means or by email in PDF or scanned format shall bind the party so signing with the same effect as though the signature were an original signature.

This Contract may be executed as set out above in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Contract.

- (b) The parties to this Contract acknowledge and agree that:
- (i) They consent to the use of the electronic signatures and the Contract proceeding by electronic means; and
  - (ii) They intend to be legally bound by the terms of the Contract on which their electronic signature(s) has been placed.
-



## STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Edmund Low & Marietta Low as Trustees for M Ho Superannuation Fund  
Purchaser:  
Property: 9/25-33 Old Northern Road, Baulkham Hills NSW 2153  
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 is the nature of any tenancy or occupancy?
  - (b) If it is 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) What is the current rent payable?
  - (e) Please provide details of outgoings or contributions to outgoings payable and the manner in which they have been calculated (e.g. base year figures).
  - (f) All rent and outgoings or contributions to outgoings should be paid up to or beyond the date of completion.
  - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
  - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
  - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
  - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
  - (k) Are there any sub-leases? If so, copies should be provided.
  - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994*?  
If so:
  - (a) complete copies of the disclosure statements as required by that Act should be provided;
  - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
  - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
  - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
  - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
  - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of their property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
6. If any tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

7. On completion the vendor should be registered as proprietor in fee simple of the property free from all caveats and encumbrances whether statutory or otherwise and recorded as the owner of the property on the strata roll, free from all other interests.
8. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
9. 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.
10. When and where may the title documents be inspected?
11. Are any fixtures, fittings or goods included in the sale subject to:
  - (a) any interest by way of mortgage charge, trust or power; or
  - (b) any right of removal in favour of a third party?If so, details must be given and any indebtedness or restriction or right discharged or removed prior to completion or title transferred unencumbered to the vendor prior to completion.
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels

- included in the property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922*, *Access to Neighbouring Land Act (2000)*, Section 88K of the *Conveyancing Act 1919*, Section 40 of the *Land & Environment Court Act 1979* or are there circumstances which would give rise to a notice or application under those Acts in respect of the property. If the answer is yes, please provide full details.

**Rates and taxes**

14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the property must be paid up to the date of completion and receipts produced.
15. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
- (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

**Survey and building**

16. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
17. 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.
18. In respect of the property and the common property:
- (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 6 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*.
19. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
  - (b) flooding or dampness?
  - (c) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?
  - (d) asbestos, fibreglass or other material injurious to health having been used in the construction of the property?
- If so, please provide full details.
20. 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?
21. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 22.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*?
23. Are any rainwater downpipes connected to the sewer?

**Affectations, notices and claims**

24. 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 such as underground pipes or structures?
- (d) Has the vendor any notice or knowledge of them being affected by the following:
  - (i) any resumption or acquisition or proposed resumption or acquisition?
  - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  - (v) any realignment or proposed realignment of any road adjoining them?
  - (vi) any charge or liability including liability for remediation of the property, or proceedings under the *Contaminated Land Management Act 1997* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
- (e) If the answer to any part of 24(d) is yes, please:
  - (i) provide full details;
  - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
  - (iii) provide full details regarding the extent of any non-compliance.

**Owners corporation management**

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

**Capacity**

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

**Warranties and service contracts**

- 30. Please provide copies of any warranty or maintenance or service contract for the property which is assignable on completion.
- 31. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

**Requisitions and transfer**

- 32. 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.
- 33. 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.
- 34. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

**Completion**

- 35. Please confirm that on completion you will hand to us:
  - (a) a discharge of any mortgage and withdrawal of any caveat and the appropriate Section 118 Notice;
  - (b) the Certificate of Title Folio Identifier;
  - (c) Transfer executed by the vendor and Section 118 Notice;
  - (d) the vendor's copies of all leases and disclosure statements;
  - (e) notices of attornment;
  - (f) all keys in the possession of the vendor;
  - (g) original of any Building Certificate;
  - (h) original of any Survey Report;
  - (i) original occupation certificate;
  - (j) instruction manuals and warranties for any plant belonging to the vendor;
  - (k) any third party guarantees together with appropriate assignments;
  - (l) any documents required for the purchaser to have benefit of any bonds;
  - (m) tax invoice;
  - (n) depreciation schedule;
  - (o) any documents required for the purchaser to have good title to any fixtures, fittings or goods;
  - (p) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external)
- 36. The purchaser reserves the right to make further requisitions prior to completion.
- 37. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



# Title Search



## NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 33/SP76719

SEARCH DATE	TIME	EDITION NO	DATE
4/3/2026	11:22 AM	2	31/10/2006

LAND

LOT 33 IN STRATA PLAN 76719  
AT BAULKHAM HILLS  
LOCAL GOVERNMENT AREA THE HILLS SHIRE

FIRST SCHEDULE

EDMUND LOW  
MARIETTA LOW

AS JOINT TENANTS (T AC684020)

SECOND SCHEDULE (2 NOTIFICATIONS)

- INTERESTS RECORDED ON REGISTER FOLIO CP/SP74807
- SP74807 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

JB:12000826...

PRINTED ON 4/3/2026

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: CP/SP74807

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SEARCH DATE	TIME	EDITION NO	DATE
4/3/2026	11:40 AM	10	25/7/2025

LAND

---

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 74807  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BAULKHAM HILLS  
LOCAL GOVERNMENT AREA THE HILLS SHIRE  
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP74807

~~FIRST SCHEDULE~~

---

THE OWNERS - STRATA PLAN NO. 74807  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- STRATA PLUS PTY LIMITED  
PO BOX H181,  
AUSTRALIA SQUARE 1215

SECOND SCHEDULE (13 NOTIFICATIONS)

---

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOTS 15 & 16  
SP80459 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 3 G361919 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN DP1077594
- 4 G836381 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN DP1077594
- 5 DP1009842 EASEMENT TO DRAIN WATER 2.75 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN DP1077594
- 6 DP1077594 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1077594 POSITIVE COVENANT
- 8 SP74807 EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 SP74807 EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH AFFECTING THE PART OF THE COMMON PROPERTY FORMERLY COMPRISED IN LOT 15 SP74807 - SEE SP74807 AND SP76719
- 10 SP74807 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN SP76719
- 11 SP74807 RESTRICTION(S) ON THE USE OF LAND
- 12 AR165398 INITIAL PERIOD EXPIRED

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP74807

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

13 AV267865 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 74807

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 196	2	- 148	3	- 160	4	- 193
5	- 148	6	- 151	7	- 160	8	- 190
9	- 198	10	- 152	11	- 149	12	- 192
13	- 191	14	- 192	15	- SP76719	16	- SP80459

STRATA PLAN 76719

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 162	18	- 200	19	- 176	20	- 186
21	- 176	22	- 186	23	- 176	24	- 187
25	- 202	26	- 97	27	- 103	28	- 204
29	- 96	30	- 99	31	- 137	32	- 137
33	- 138	34	- 298				

STRATA PLAN 80459

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
35	- 151	36	- 193	37	- 156	38	- 185
39	- 151	40	- 193	41	- 160	42	- 184
43	- 187	44	- 157	45	- 159	46	- 151
47	- 151	48	- 193	49	- 160	50	- 184
51	- 184	52	- 157	53	- 190	54	- 151
55	- 184	56	- 157	57	- 190	58	- 151
59	- 281	60	- 260				

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

JB:12000826...

PRINTED ON 4/3/2026

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STRATA PLAN FORM 1

STRATA CERTIFICATE

These ~~strata~~ <sup>strata</sup> ~~units~~ <sup>units</sup> ~~have~~ <sup>have</sup> been created by the Registrar-General under the provisions of the Strata Schemes (General) Act 1975 and the Strata Schemes (General) Regulations 1975. The Registrar-General has examined the plan and is satisfied that the strata scheme is a strata scheme as defined in the Act and that the plan complies with the provisions of the Act and the Regulations.

The strata scheme is a strata scheme as defined in the Act and the Regulations. The Registrar-General has examined the plan and is satisfied that the strata scheme is a strata scheme as defined in the Act and that the plan complies with the provisions of the Act and the Regulations.

Date: 22 Feb 2006  
 Section No: SC 669

Accreditation No: P30A 003  
 Issued by: EQUUS KIRKING HILLS COUNCIL

*[Signature]*  
 Registered Valuer

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S CERTIFICATE

1. DAMIAN JOSEPH MAQUIRE  
 of LOCKEY LAND TITLE SOLUTIONS  
 P O BOX 400 GLADESVILLE, 1675  
 a surveyor registered under the Surveyors Act 1972  
 do hereby certify that the strata scheme (General) Act 1975  
 and the Strata Schemes (General) Regulations 1975  
 have been met.  
 (2) I, the surveyor, am a public officer.  
 (3) The survey information recorded in the accompanying location plan is accurate.  
 Date: 19-12-05  
 Signature: *[Signature]*

This is sheet 1 of my plan in 8 sheets.

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UNIT ENTITLEMENT
17	162
18	200
19	176
20	186
21	176
22	186
23	176
24	187
25	202
26	97
27	103
28	204
29	96
30	99
31	137
32	137
33	138
34	298
TOTAL	2960

Model By-laws adopted for this scheme  
 Keeping of Minutes: Option A/B/C  
 \*Schedule of By-laws in sheets filed with plan  
 \*No By-laws apply  
 \*strike out whichever is inapplicable

PLAN OF SUBDIVISION OF LOT 15 S.P. 74807

L.G.A: BAULKHAM HILLS Suburb/Locality: BAULKHAM HILLS

FIELD OF MARKS  
 Parish: ~~EASTREE HILL~~ County: CUMBERLAND

Reduction Ratio 1: Lengths are in metres

Name of, and \*address for service of notices on, the owners corporation  
 \*Address required on original strata plan only  
 THE OWNERS OF STRATA PLAN NO 74807  
 NO25-33 OLD NORTHERN ROAD,  
 BAULKHAM HILLS N.S.W

Registered: 15.3.2006  
 Purpose: STRATA PLAN OF SUBDIVISION  
 Ref Map: U9160-64#  
 Last Plan: SP74807

OFFICE USE ONLY

SP76719

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

*[Signature]*  
 Director

Norman Charles Morgan  
 Director/Secretary

*[Signature]*  
 Director

*[Signature]*  
 Director  
 Emelios Costa

David Alan Viney  
 Director

PLAN AMENDED BY TONY MILLINGTON 9.3.2006

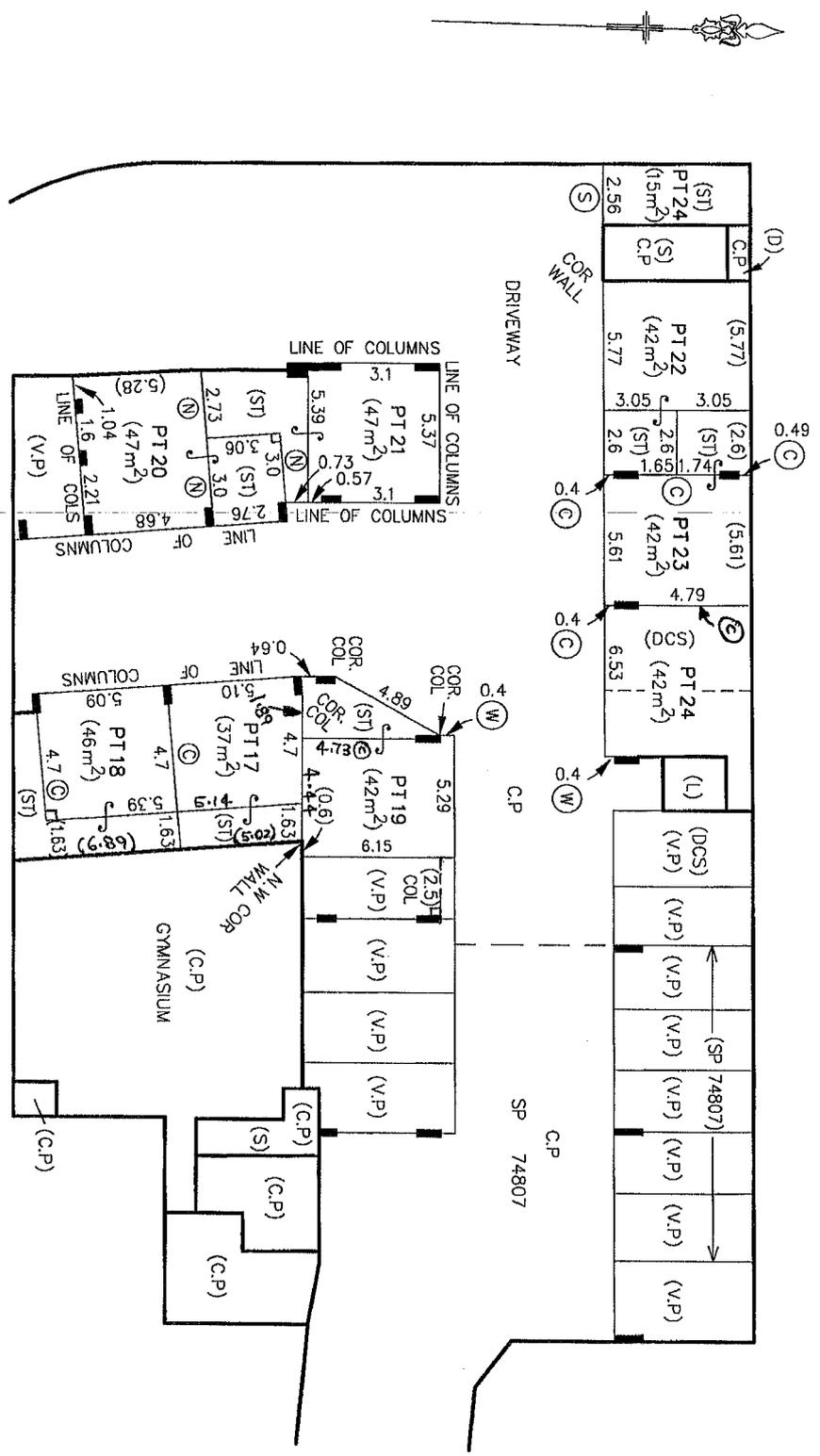
Plan Drawing only to appear in this space

10 20 30 40 50 60 Table of mm 100 110 120 130 140 150 160  
 SURVEYOR'S REFERENCE: 26424/28794SP

M.P.R. - 2016



SP76719



**LEVEL 1 (BUILDING B)**

- ALL AREAS ARE APPROXIMATE
- C.P. - DENOTES COMMON PROPERTY
  - V.P. - DENOTES VISITOR PARKING (C.P.)
  - ~~M.P. - DENOTES MOTOR CYCLE PARKING (C.P.)~~
  - (S) - DENOTES STAIRS
  - (L) - DENOTES LIFT (C.P.)
  - (DCS) - DENOTES DISABLED CARSPACE
  - (D) - DENOTES DUCT
  - (ST) - DENOTES STORE

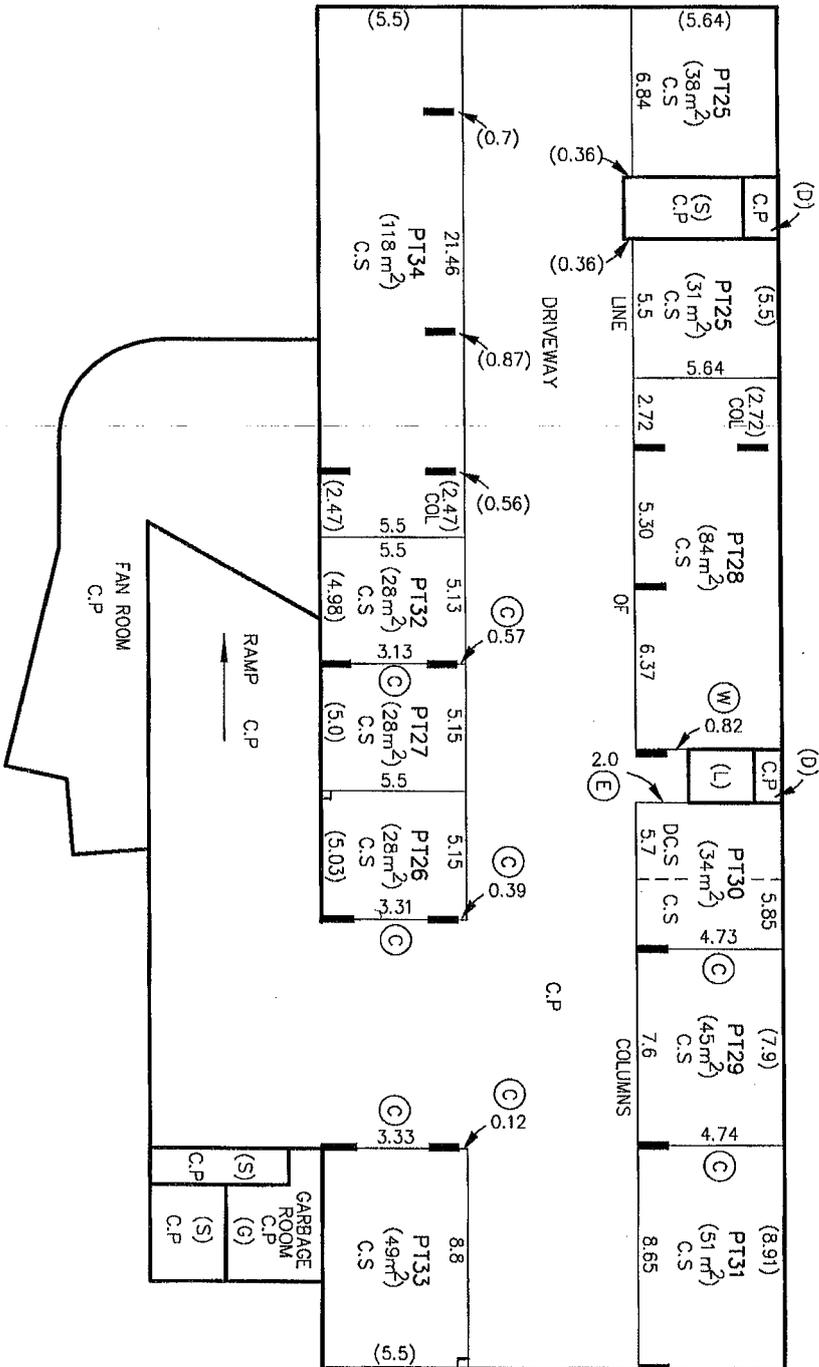
- (C) DENOTES CENTRE OF COLUMN
- (N) DENOTES PROLONGATION OF NORTH FACE OF COLUMN/WALL
- (W) DENOTES PROLONGATION OF WEST FACE OF COLUMN/WALL
- (S) DENOTES PROLONGATION OF SOUTH FACE OF COLUMN/WALL
- L DENOTES RIGHT ANGLE 90°

Reduction Ratio 1: 200

lengths are in metres

Registered Surveyor  
 SURVEYOR'S REFERENCE: 26424/281925P  
 Authorised Person/Authorised Manager/Accredited Certifier

SP76719



**LEVEL 2 (BUILDING B)**

- ALL AREAS ARE APPROXIMATE ONLY
- C.P - DENOTES COMMON PROPERTY
- (D) - DENOTES DUCT (C.P)
- (L) - DENOTES LIFT (C.P)
- (S) - DENOTES STAIRS
- C.S - DENOTES CARSPACE
- DC.S - DENOTES DISABLED CARSPACE
- (G) EXCLUSIVE USE FOR LOTS 25-34

- ⊙ DENOTES CENTRE OF COLUMN
- ⊖ DENOTES PROLONGATION OF EAST FACE OF COLUMN/WALL
- ⊕ DENOTES PROLONGATION OF WEST FACE OF COLUMN/WALL

Reduction Ratio 1: 200

lengths are in metres

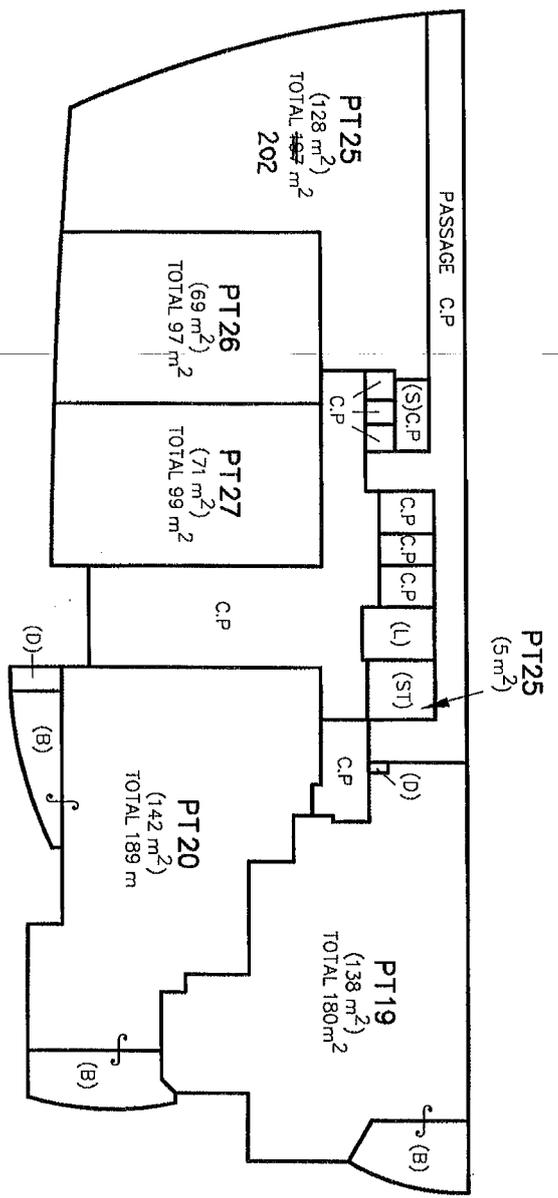
Registered Surveyor

Authenticating and Approving Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 26424/28704SP



SP76719



LEVEL 4 (BUILDING B)

ALL DUCT SPACES ARE COMMON PROPERTY

~~(G) EXCLUSIVE USE FOR LOTS 32-38~~

ALL AREAS ARE APPROXIMATE ONLY

C.P - DENOTES COMMON PROPERTY

(B) - DENOTES BALCONY

(D) - DENOTES DUCT (C.P)

(L) - DENOTES LIFT (C.P)

(S) - DENOTES STAIRS

~~(P) - DENOTES PLANTER~~

~~(CV) - DENOTES COURTYARD~~

(ST) - DENOTES STORE

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE (EXCEPT WHERE COVERED).

Reduction Ratio 1: 200

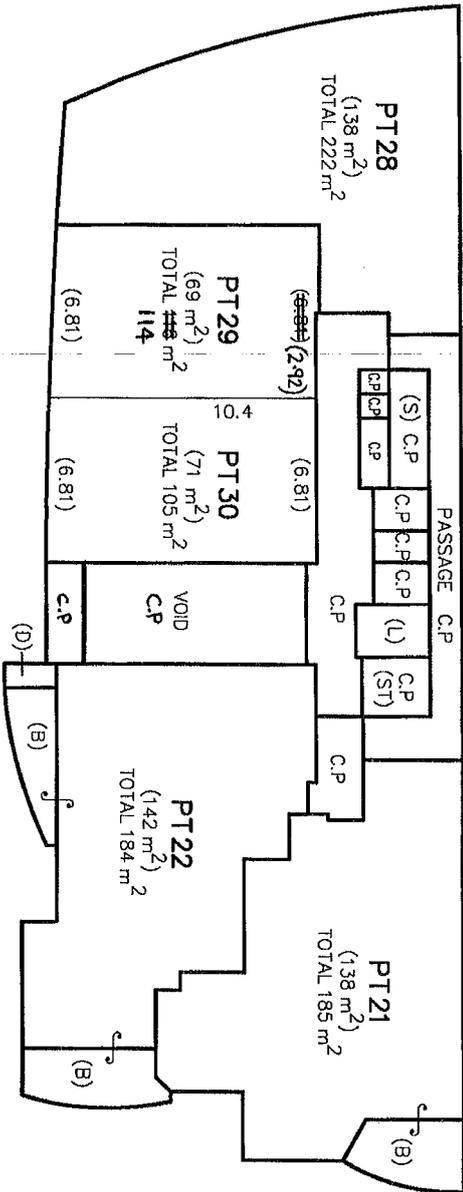
lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorising Person / General Manager / Accredited Certifier

SDRYEYOR'S REFERENCE: 26424/2870/SP

SP76719



LEVEL 5 (BUILDING B)

- ALL DUCT SPACES ARE COMMON PROPERTY  
 ALL AREAS ARE APPROXIMATE ONLY  
 C.P - DENOTES COMMON PROPERTY
- (B) - DENOTES BALCONY  
 (D) - DENOTES DUCT (C.P)  
 (L) - DENOTES LIFT (C.P)  
 (S) - DENOTES STAIRS  
 (ST) - DENOTES STORE

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
 THEIR RESPECTIVE HANDSTAND SURFACE (EXCEPT WHERE COVERED).

Reduction Ratio 1: 200

lengths are in metres

Registered Surveyor  
*[Signature]*

Authorised Surveyor/Control Manager/Accredited Certifier  
*[Signature]*

SURVEYOR'S REFERENCE: 26424/28V/USP





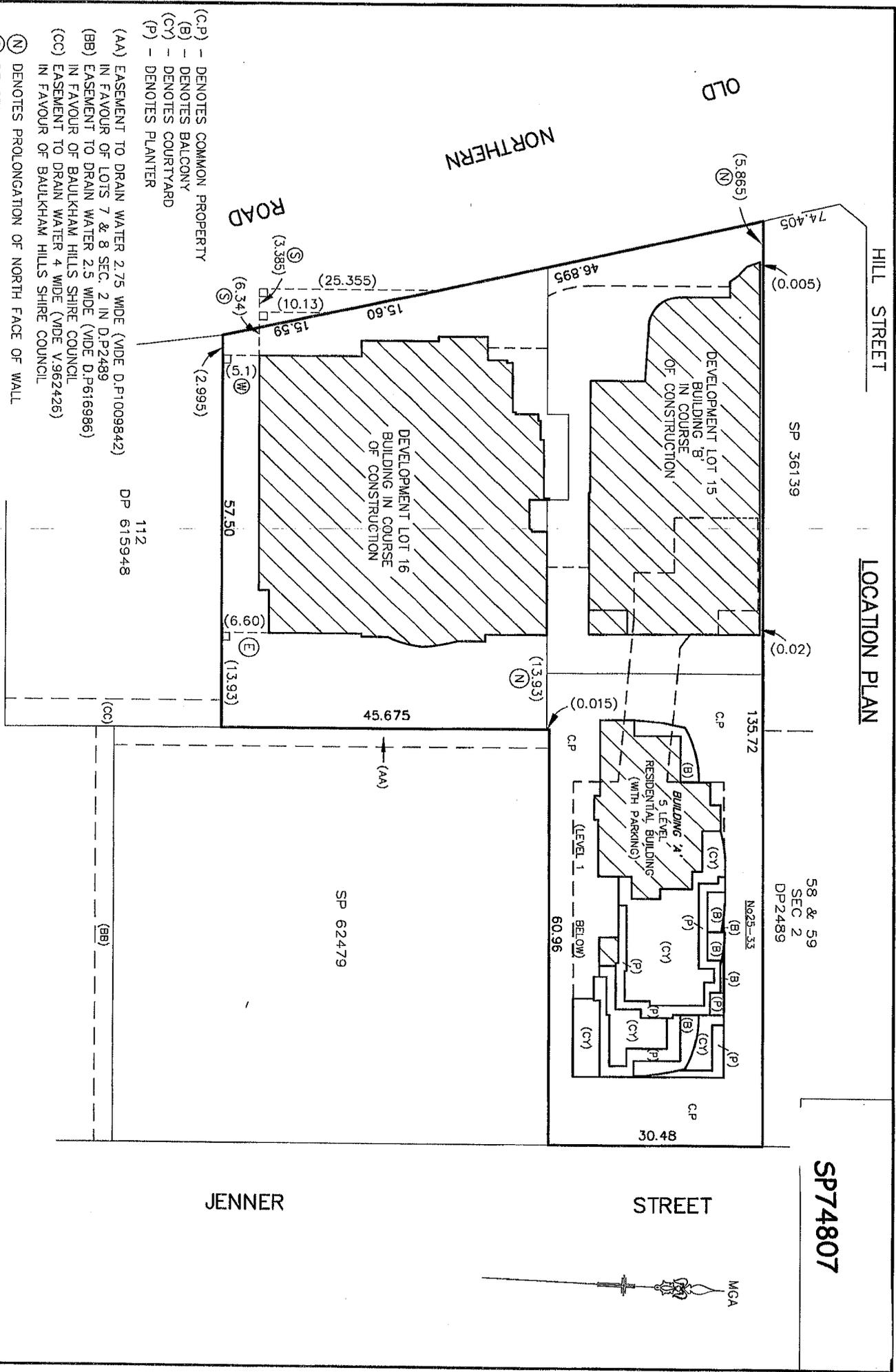
STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

STRATA CERTIFICATE

Name of the Applicant: **GORENOL (P) PTY LTD**  
 Registered Office: **10/150-152/154-156/158-160/162-164/166-168/170-172/174-176/178-180/182-184/186-188/190-192/194-196/198-200/202-204/206-208/210-212/214-216/218-220/222-224/226-228/230-232/234-236/238-240/242-244/246-248/250-252/254-256/258-260/262-264/266-268/270-272/274-276/278-280/282-284/286-288/290-292/294-296/298-300/302-304/306-308/310-312/314-316/318-320/322-324/326-328/330-332/334-336/338-340/342-344/346-348/350-352/354-356/358-360/362-364/366-368/370-372/374-376/378-380/382-384/386-388/390-392/394-396/398-400/402-404/406-408/410-412/414-416/418-420/422-424/426-428/430-432/434-436/438-440/442-444/446-448/450-452/454-456/458-460/462-464/466-468/470-472/474-476/478-480/482-484/486-488/490-492/494-496/498-500/502-504/506-508/510-512/514-516/518-520/522-524/526-528/530-532/534-536/538-540/542-544/546-548/550-552/554-556/558-560/562-564/566-568/570-572/574-576/578-580/582-584/586-588/590-592/594-596/598-600/602-604/606-608/610-612/614-616/618-620/622-624/626-628/630-632/634-636/638-640/642-644/646-648/650-652/654-656/658-660/662-664/666-668/670-672/674-676/678-680/682-684/686-688/690-692/694-696/698-700/702-704/706-708/710-712/714-716/718-720/722-724/726-728/730-732/734-736/738-740/742-744/746-748/750-752/754-756/758-760/762-764/766-768/770-772/774-776/778-780/782-784/786-788/790-792/794-796/798-800/802-804/806-808/810-812/814-816/818-820/822-824/826-828/830-832/834-836/838-840/842-844/846-848/850-852/854-856/858-860/862-864/866-868/870-872/874-876/878-880/882-884/886-888/890-892/894-896/898-900/902-904/906-908/910-912/914-916/918-920/922-924/926-928/930-932/934-936/938-940/942-944/946-948/950-952/954-956/958-960/962-964/966-968/970-972/974-976/978-980/982-984/986-988/990-992/994-996/998-1000/1002-1004/1006-1008/1010-1012/1014-1016/1018-1020/1022-1024/1026-1028/1030-1032/1034-1036/1038-1040/1042-1044/1046-1048/1050-1052/1054-1056/1058-1060/1062-1064/1066-1068/1070-1072/1074-1076/1078-1080/1082-1084/1086-1088/1090-1092/1094-1096/1098-1100/1102-1104/1106-1108/1110-1112/1114-1116/1118-1120/1122-1124/1126-1128/1130-1132/1134-1136/1138-1140/1142-1144/1146-1148/1150-1152/1154-1156/1158-1160/1162-1164/1166-1168/1170-1172/1174-1176/1178-1180/1182-1184/1186-1188/1190-1192/1194-1196/1198-1200/1202-1204/1206-1208/1210-1212/1214-1216/1218-1220/1222-1224/1226-1228/1230-1232/1234-1236/1238-1240/1242-1244/1246-1248/1250-1252/1254-1256/1258-1260/1262-1264/1266-1268/1270-1272/1274-1276/1278-1280/1282-1284/1286-1288/1290-1292/1294-1296/1298-1300/1302-1304/1306-1308/1310-1312/1314-1316/1318-1320/1322-1324/1326-1328/1330-1332/1334-1336/1338-1340/1342-1344/1346-1348/1350-1352/1354-1356/1358-1360/1362-1364/1366-1368/1370-1372/1374-1376/1378-1380/1382-1384/1386-1388/1390-1392/1394-1396/1398-1400/1402-1404/1406-1408/1410-1412/1414-1416/1418-1420/1422-1424/1426-1428/1430-1432/1434-1436/1438-1440/1442-1444/1446-1448/1450-1452/1454-1456/1458-1460/1462-1464/1466-1468/1470-1472/1474-1476/1478-1480/1482-1484/1486-1488/1490-1492/1494-1496/1498-1500/1502-1504/1506-1508/1510-1512/1514-1516/1518-1520/1522-1524/1526-1528/1530-1532/1534-1536/1538-1540/1542-1544/1546-1548/1550-1552/1554-1556/1558-1560/1562-1564/1566-1568/1570-1572/1574-1576/1578-1580/1582-1584/1586-1588/1590-1592/1594-1596/1598-1600/1602-1604/1606-1608/1610-1612/1614-1616/1618-1620/1622-1624/1626-1628/1630-1632/1634-1636/1638-1640/1642-1644/1646-1648/1650-1652/1654-1656/1658-1660/1662-1664/1666-1668/1670-1672/1674-1676/1678-1680/1682-1684/1686-1688/1690-1692/1694-1696/1698-1700/1702-1704/1706-1708/1710-1712/1714-1716/1718-1720/1722-1724/1726-1728/1730-1732/1734-1736/1738-1740/1742-1744/1746-1748/1750-1752/1754-1756/1758-1760/1762-1764/1766-1768/1770-1772/1774-1776/1778-1780/1782-1784/1786-1788/1790-1792/1794-1796/1798-1800/1802-1804/1806-1808/1810-1812/1814-1816/1818-1820/1822-1824/1826-1828/1830-1832/1834-1836/1838-1840/1842-1844/1846-1848/1850-1852/1854-1856/1858-1860/1862-1864/1866-1868/1870-1872/1874-1876/1878-1880/1882-1884/1886-1888/1890-1892/1894-1896/1898-1900/1902-1904/1906-1908/1910-1912/1914-1916/1918-1920/1922-1924/1926-1928/1930-1932/1934-1936/1938-1940/1942-1944/1946-1948/1950-1952/1954-1956/1958-1960/1962-1964/1966-1968/1970-1972/1974-1976/1978-1980/1982-1984/1986-1988/1990-1992/1994-1996/1998-2000/2002-2004/2006-2008/2010-2012/2014-2016/2018-2020/2022-2024/2026-2028/2030-2032/2034-2036/2038-2040/2042-2044/2046-2048/2050-2052/2054-2056/2058-2060/2062-2064/2066-2068/2070-2072/2074-2076/2078-2080/2082-2084/2086-2088/2090-2092/2094-2096/2098-2100/2102-2104/2106-2108/2110-2112/2114-2116/2118-2120/2122-2124/2126-2128/2130-2132/2134-2136/2138-2140/2142-2144/2146-2148/2150-2152/2154-2156/2158-2160/2162-2164/2166-2168/2170-2172/2174-2176/2178-2180/2182-2184/2186-2188/2190-2192/2194-2196/2198-2200/2202-2204/2206-2208/2210-2212/2214-2216/2218-2220/2222-2224/2226-2228/2230-2232/2234-2236/2238-2240/2242-2244/2246-2248/2250-2252/2254-2256/2258-2260/2262-2264/2266-2268/2270-2272/2274-2276/2278-2280/2282-2284/2286-2288/2290-2292/2294-2296/2298-2300/2302-2304/2306-2308/2310-2312/2314-2316/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- (C.P) - DENOTES COMMON PROPERTY
- (B) - DENOTES BALCONY
- (CY) - DENOTES COURTYARD
- (P) - DENOTES PLANTER
- (AA) EASEMENT TO DRAIN WATER 2.75 WIDE (VIDE D.P1009842) IN FAVOUR OF LOTS 7 & 8 SEC. 2 IN D.P2489
- (BB) EASEMENT TO DRAIN WATER 2.5 WIDE (VIDE D.P616986) IN FAVOUR OF BAULKHAM HILLS SHIRE COUNCIL
- (CC) EASEMENT TO DRAIN WATER 4 WIDE (VIDE V.962426) IN FAVOUR OF BAULKHAM HILLS SHIRE COUNCIL
- (N) DENOTES PROLONGATION OF NORTH FACE OF WALL
- (S) DENOTES PROLONGATION OF SOUTH FACE OF WALL
- (W) DENOTES PROLONGATION OF WEST FACE OF WALL
- (E) DENOTES PROLONGATION OF EAST FACE OF WALL

112  
 DP 615948

SP 62479

58 & 59  
 SEC 2  
 DP2489

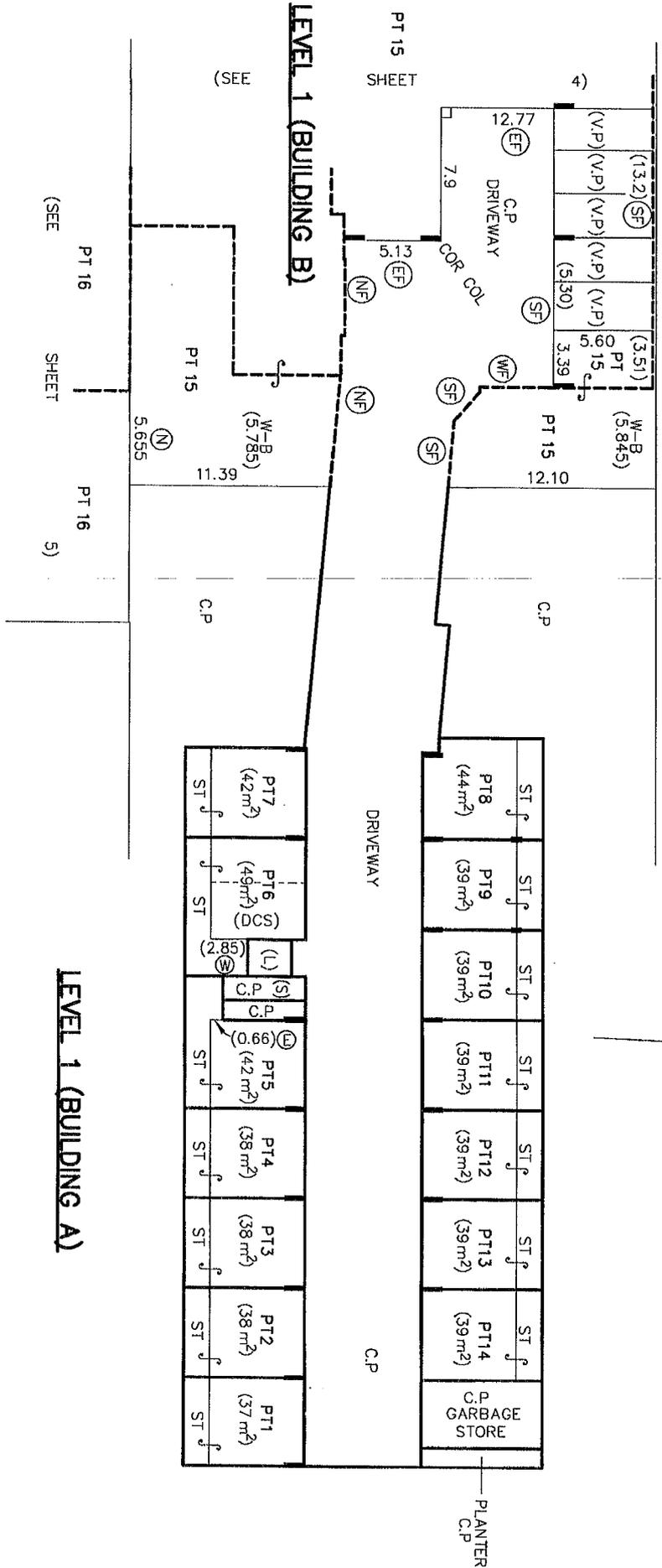
Reduction Ratio 1: 500

lengths are in metres

Registered Surveyor  
 Matthew J. Green / General Manager / Accredited Certifier

SP74807

- (NF) DENOTES STRATUM BOUNDARY ALONG NORTH FACE OF WALL/COLUMNS
- (SF) DENOTES STRATUM BOUNDARY ALONG SOUTH FACE OF WALL/COLUMNS
- (EF) DENOTES STRATUM BOUNDARY ALONG EAST FACE OF WALL/COLUMNS
- (WF) DENOTES STRATUM BOUNDARY ALONG WEST FACE OF WALL/COLUMNS



**LEVEL 1 (BUILDING A)**

THE STRATUM OF LOT 15 IS LIMITED IN HEIGHT TO THE HORIZONTAL PROLONGATION OF THE CONCRETE CEILING FOR LEVEL 1 AND IS LIMITED IN DEPTH TO 50 BELOW THE HARDSTAND SURFACE AT LEVEL 1. THE WHOLE OF THE BUILDING WITHIN LOT 15 INCLUDING THE WALLS, FLOORS, CEILINGS, ROOFING AND STRUCTURAL CUBIC SPACE WITHIN EACH LOT FORMS THAT LOT.

(N) DENOTES PROLONGATION OF NORTH FACE OF WALL/COLUMNS

- ALL AREAS ARE APPROXIMATE ONLY
- C.P. - DENOTES COMMON PROPERTY
- V.P. - DENOTES VISITOR PARKING (C.P.)
- (S) - DENOTES STAIRS
- (L) - DENOTES LIFT (C.P.)
- (ST) - DENOTES STORE 1.5 FROM WALL. UNLESS OTHERWISE SHOWN
- (DCS) - DENOTES DISABLED CARSPACE

Reduction Ratio 1: 250

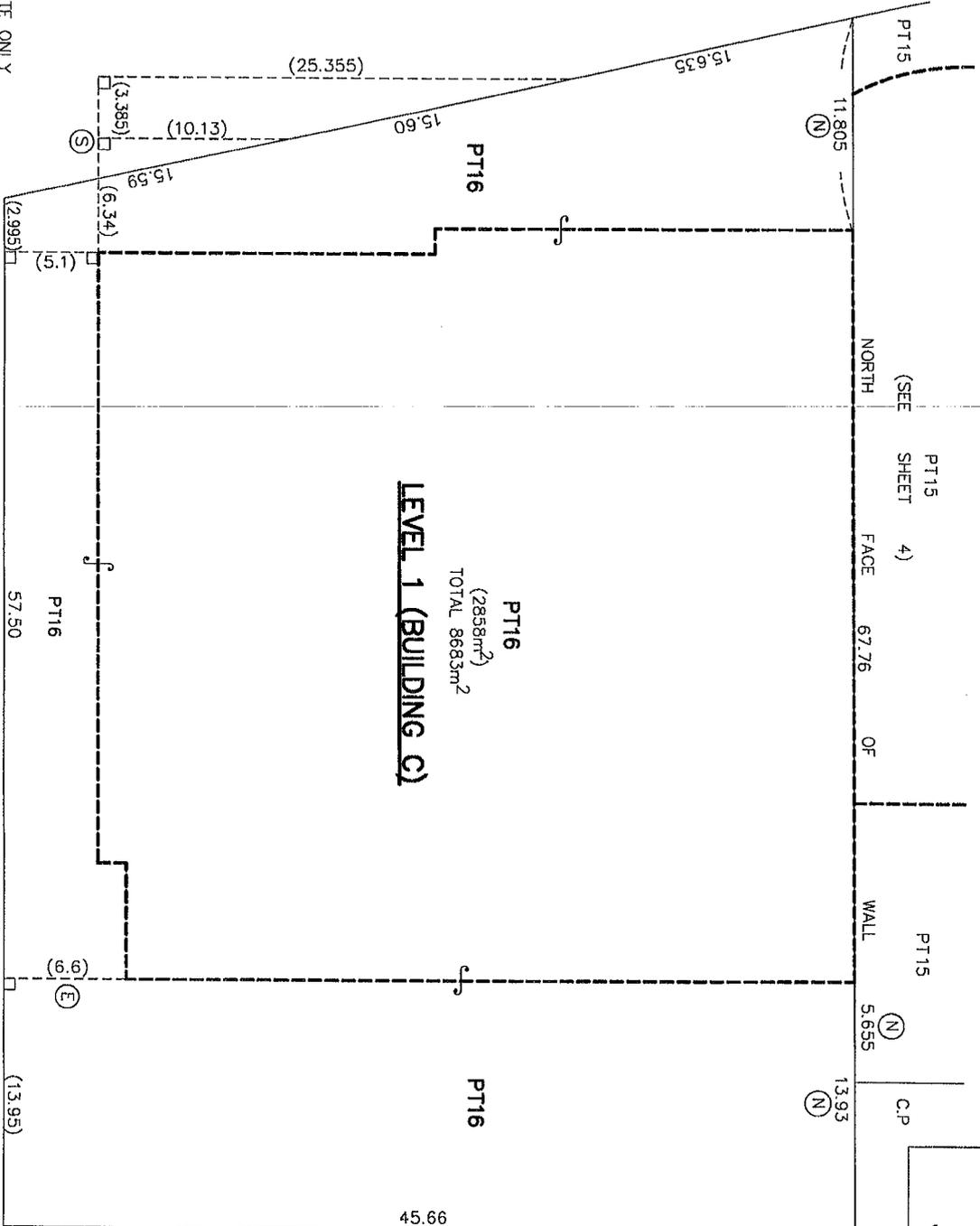
lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Director/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 26424/28493P





**LEVEL 1 (BUILDING C)**

PT16  
 (2858m<sup>2</sup>)  
 TOTAL 8683m<sup>2</sup>

**SP74807**

- ⊥ DENOTES 90°
  - ALL AREAS ARE APPROXIMATE ONLY
  - (E) DENOTES PROLONGATION OF EAST FACE OF WALL
  - (S) DENOTES PROLONGATION OF SOUTH FACE OF WALL
  - (N) DENOTES PROLONGATION OF NORTH FACE OF WALL
- THE STRATUM OF LOT 16 IS LIMITED IN HEIGHT TO THE HORIZONTAL PROLONGATION OF THE CONCRETE CEILING FOR LEVEL 1 AND IS LIMITED IN DEPTH TO 50 BELOW THE HARDESTAND SURFACE AT LEVEL 1
- THE WHOLE OF THE BUILDING WITHIN LOT 16 INCLUDING THE WALLS, FLOORS, CEILINGS, ROOFING AND STRUCTURAL CUBIC SPACE WITHIN EACH LOT FORMS THAT LOT



Reduction Ratio 1: 250

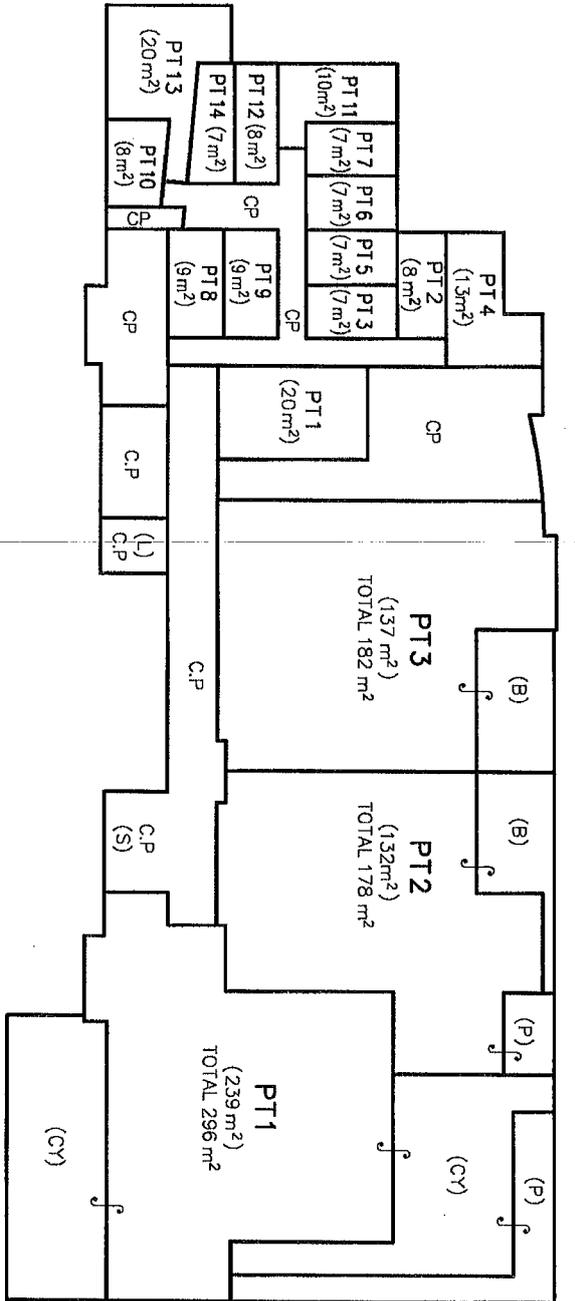
lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorising Officer / Competent Authority / Accredited Certifier

REGISTERED SURVEYORS REFERENCE: 26424/28498SP

SP74807



LEVEL 2 (BUILDING A)



- ALL AREAS ARE APPROXIMATE ONLY
- C.P - DENOTES COMMON PROPERTY
- (B) - DENOTES BALCONY
  - (CY) - DENOTES COURTYARD
  - (D) - DENOTES DUCT (C.P)
  - (L) - DENOTES LIFT (C.P)
  - (S) - DENOTES STAIRS
  - (P) - DENOTES PLANTER
  - (V) - DENOTES VOID (C.P)

THE STRATUM OF THE COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
(EXCEPT WHERE COVERED) THEIR RESPECTIVE HARDSTAND SURFACE.

THE STRATUM OF THE BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
(EXCEPT WHERE COVERED) THEIR RESPECTIVE HARDSTAND SURFACE.

Reduction Ratio 1: 200

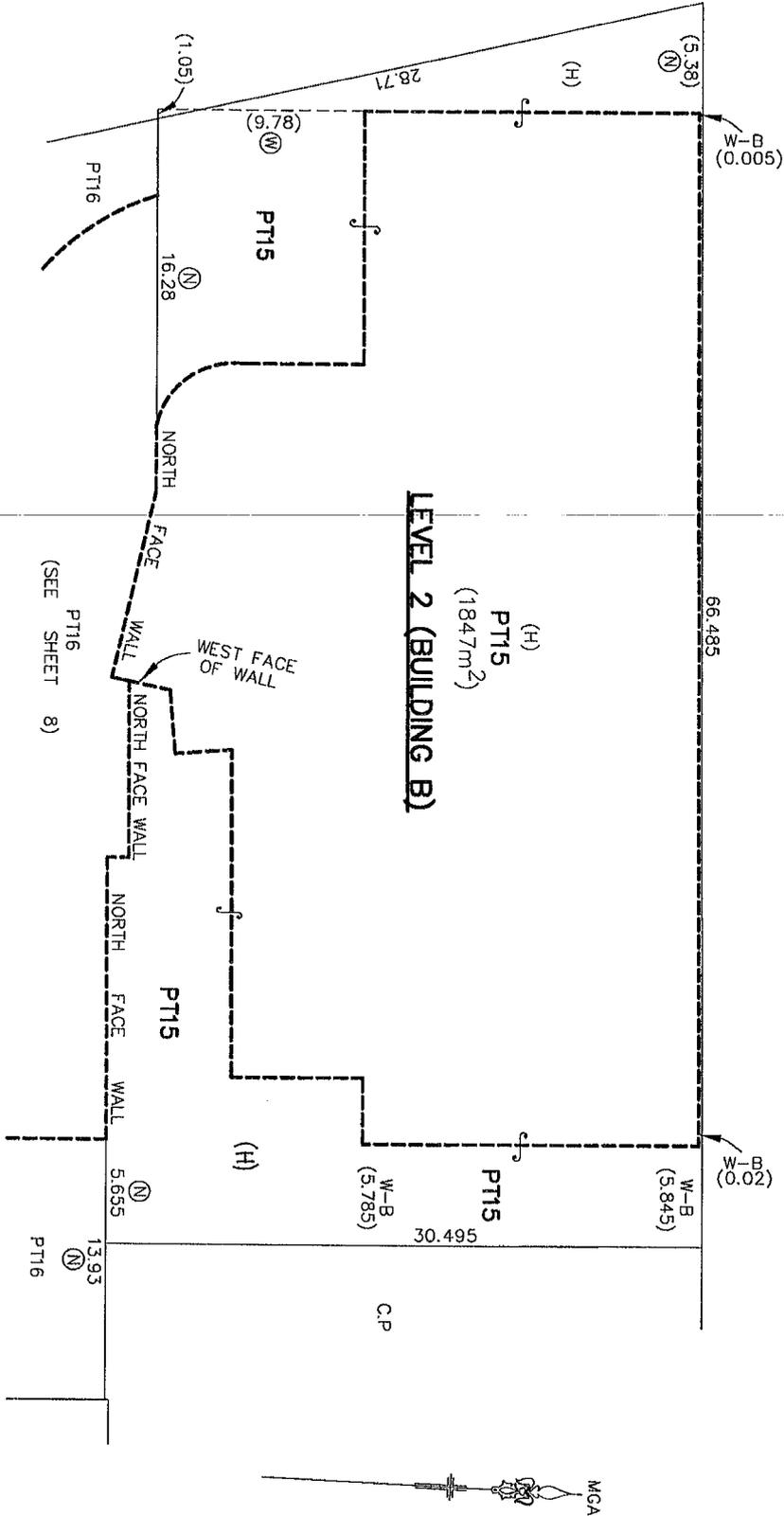
lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person/Control Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 26424/284893F

SP74807



ALL AREAS ARE APPROXIMATE ONLY AND SUBJECT TO FINAL SURVEY  
 C.P - DENOTES COMMON PROPERTY  
 THE STRATUM OF LOT 15 IS LIMITED IN HEIGHT TO THE PROLONGATION  
 OF THE UNDERSIDE OF THE CONCRETE CEILING AND IN DEPTH TO THE  
 PROLONGATION OF THE UNDERSIDE OF CEILING FOR LEVEL 1 BELOW  
 THE WHOLE OF THE BUILDING WITHIN LOT 15 INCLUDING THE WALLS, FLOORS, CEILINGS,  
 ROOFING AND STRUCTURAL CUBIC SPACE WITHIN EACH LOT FORMS THAT LOT

- (H) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH
- (N) DENOTES PROLONGATION OF NORTH FACE OF WALL/COLUMNS
- (W) DENOTES PROLONGATION OF WEST FACE OF WALL/COLUMNS

Reduction Ratio 1: 250

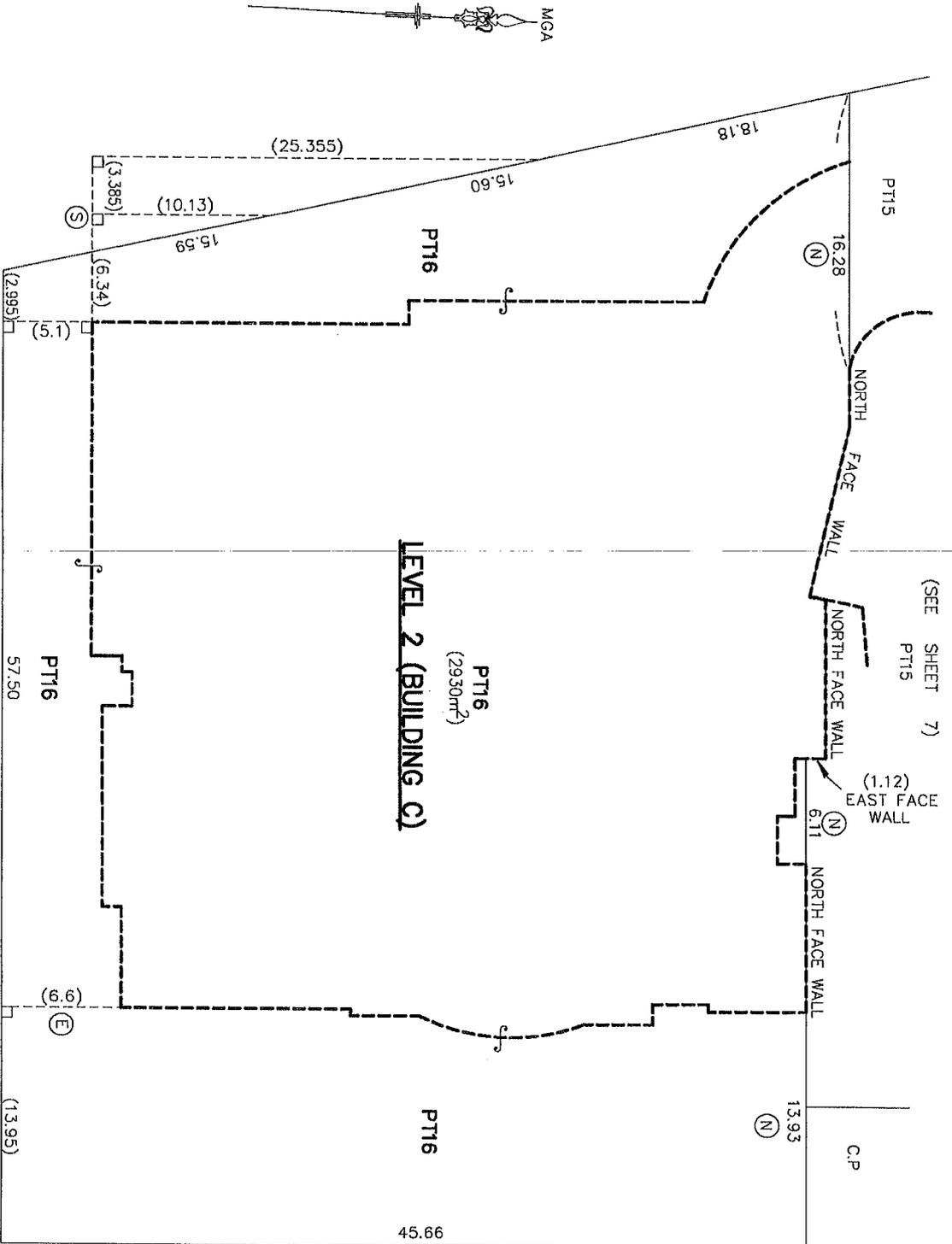
lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorising Person/Competent Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 26424/284935P

SP74807



(SEE SHEET 7)  
PT15

PT16  
(2930m<sup>2</sup>)

LEVEL 2 (BUILDING C)

PT16  
57.50

PT16  
45.66

MGA



ALL AREAS ARE APPROXIMATE ONLY  
 THE STRATUM OF LOT 16 IS LIMITED IN HEIGHT TO THE PROLONGATION  
 OF THE UNDERSIDE OF THE CONCRETE CEILING AND IN DEPTH TO THE  
 PROLONGATION OF THE UNDERSIDE OF CEILING FOR LEVEL 1 BELOW  
 THE WHOLE OF THE BUILDING WITHIN LOT 16 INCLUDING THE WALLS, FLOORS, CEILINGS,  
 ROOFING AND STRUCTURAL CUBIC SPACE WITHIN EACH LOT FORMS THAT LOT

- (N) DENOTES PROLONGATION OF NORTH FACE OF WALL/COLUMNS
- (S) DENOTES PROLONGATION OF SOUTH FACE OF WALL/COLUMNS
- (E) DENOTES PROLONGATION OF EAST FACE OF WALL/COLUMNS

Reduction Ratio 1: 250

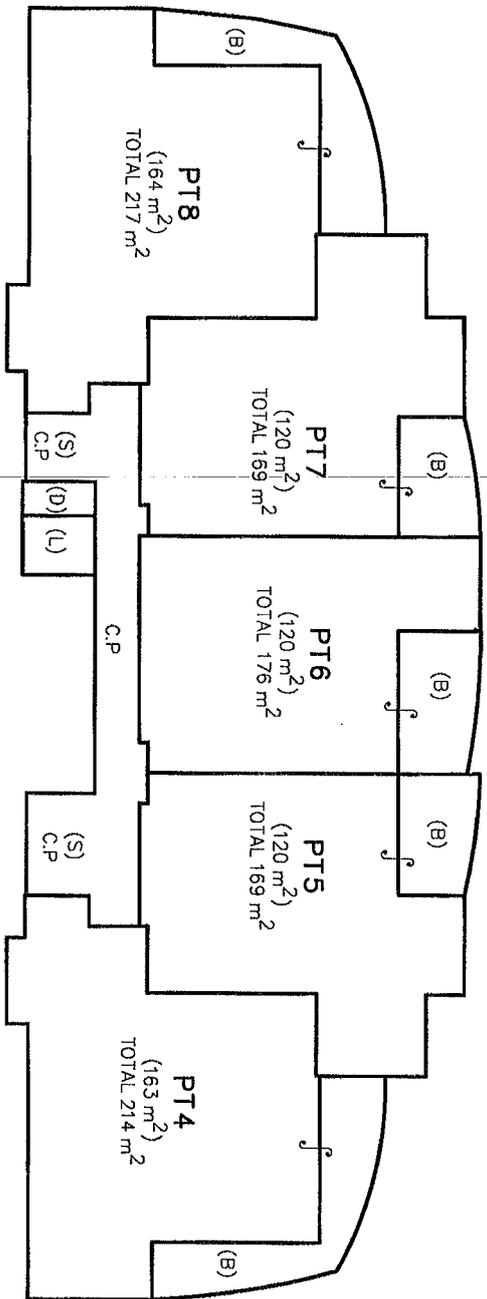
lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Director/Company Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 26424/284999P

SP74807



**LEVEL 3 (BUILDING A)**



ALL AREAS ARE APPROXIMATE ONLY

- C.P - DENOTES COMMON PROPERTY
- (B) - DENOTES BALCONY
- (D) - DENOTES DUCT (C.P)
- (L) - DENOTES LIFT (C.P)
- (S) - DENOTES STAIRS

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE (EXCEPT WHERE COVERED) THEIR RESPECTIVE HARDSTAND SURFACE.

Reduction Ratio 1: 200

lengths are in metres

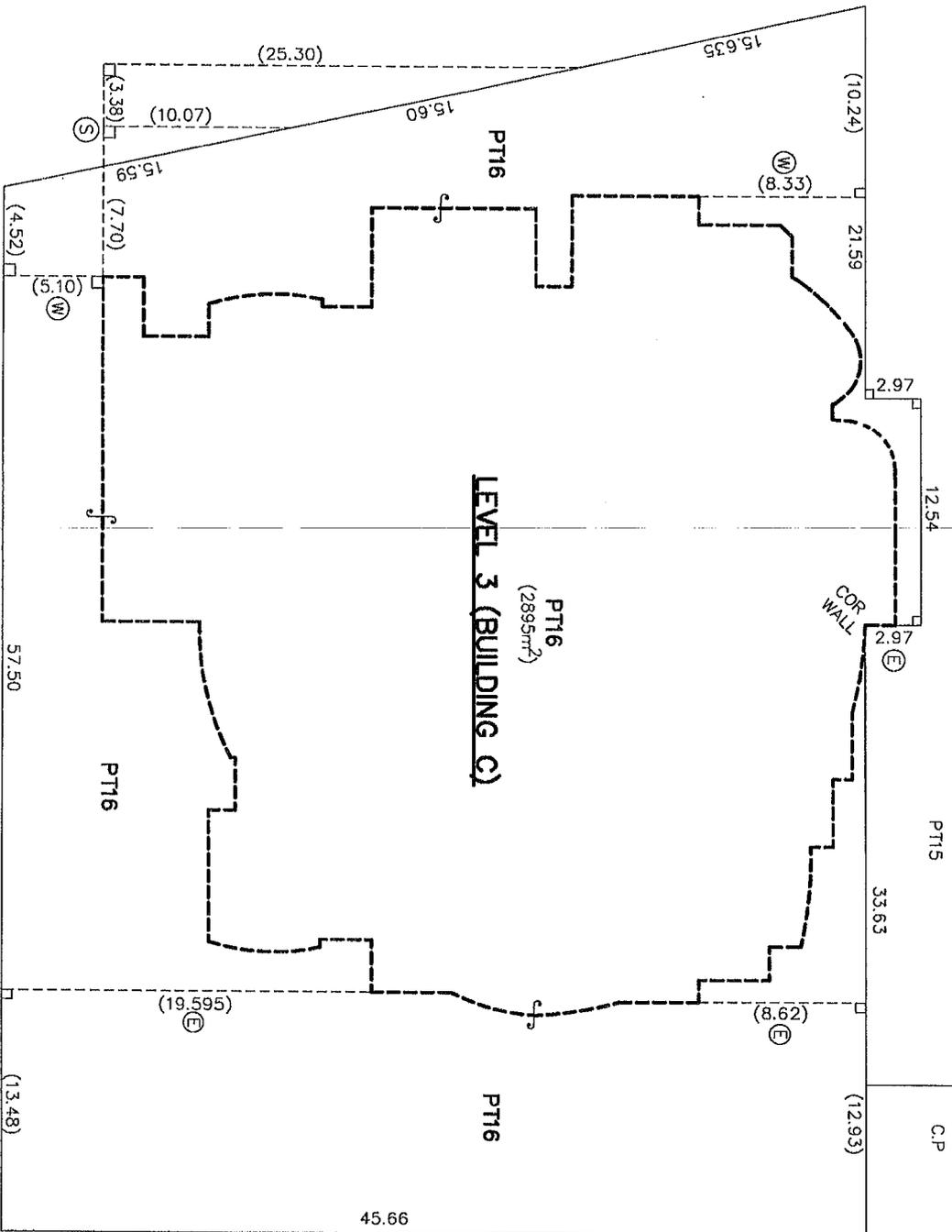
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Registrar/Consent Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 26424/28495SP



SP74807



ALL AREAS ARE APPROXIMATE ONLY  
 THE STRATUM OF LOT 16 IS LIMITED IN HEIGHT TO 50 ABOVE  
 THE HARDSTAND SURFACE AT LEVEL 3 AND LIMITED IN DEPTH  
 TO THE PROLONGATION OF THE UNDERSIDE OF CEILING FOR LEVEL 2 BELOW  
 THE WHOLE OF THE BUILDING WITHIN LOT 16 INCLUDING THE WALLS, FLOORS, CEILINGS,  
 ROOFING AND STRUCTURAL CUBIC SPACE WITHIN EACH LOT FORMS THAT LOT

- (S) DENOTES PROLONGATION OF SOUTH FACE OF WALL/COLUMNS
- (W) DENOTES PROLONGATION OF WEST FACE OF WALL/COLUMNS
- (E) DENOTES PROLONGATION OF EAST FACE OF WALL/COLUMNS

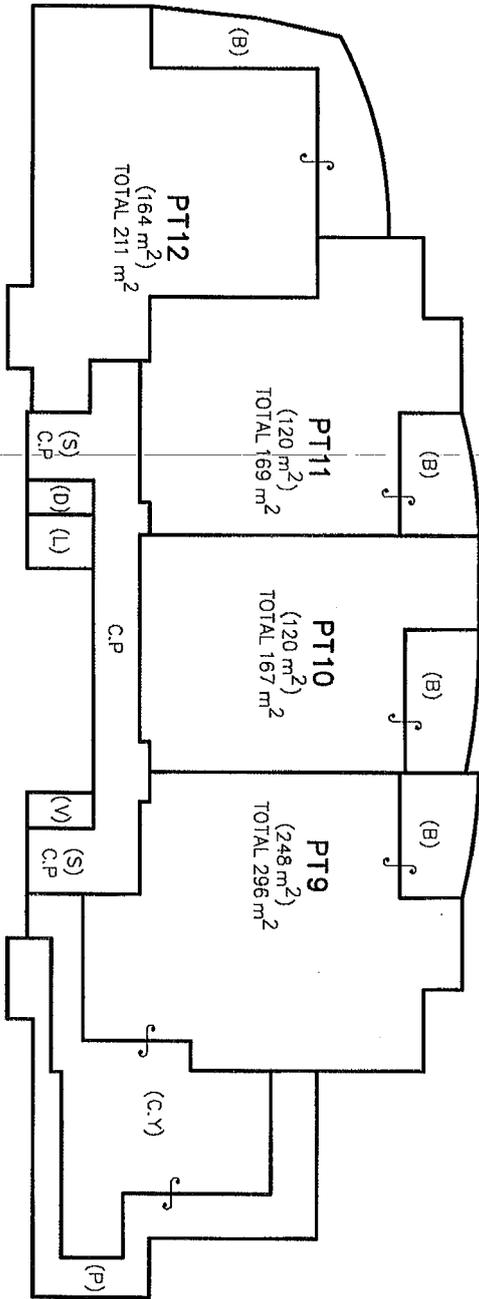
Reduction Ratio 1: 250

lengths are in metres



*[Signature]*  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 26424/28493SF  
*[Signature]*  
 Accredited Certifier

SP74807



**LEVEL 4 (BUILDING A)**

- ALL AREAS ARE APPROXIMATE ONLY  
 C.P - DENOTES COMMON PROPERTY  
 (B) - DENOTES BALCONY  
 (D) - DENOTES DUCT (C.P)  
 (L) - DENOTES LIFT (C.P)  
 (S) - DENOTES STAIRS  
 (P) - DENOTES PLANTER  
 (CY) - DENOTES COURTYARD

THE STRATUM OF THE BALCONIES, COURTYARDS & PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE (EXCEPT WHERE COVERED).

Reduction Ratio: 1:200

lengths are in metres

*[Signature]*  
 Registered Surveyor

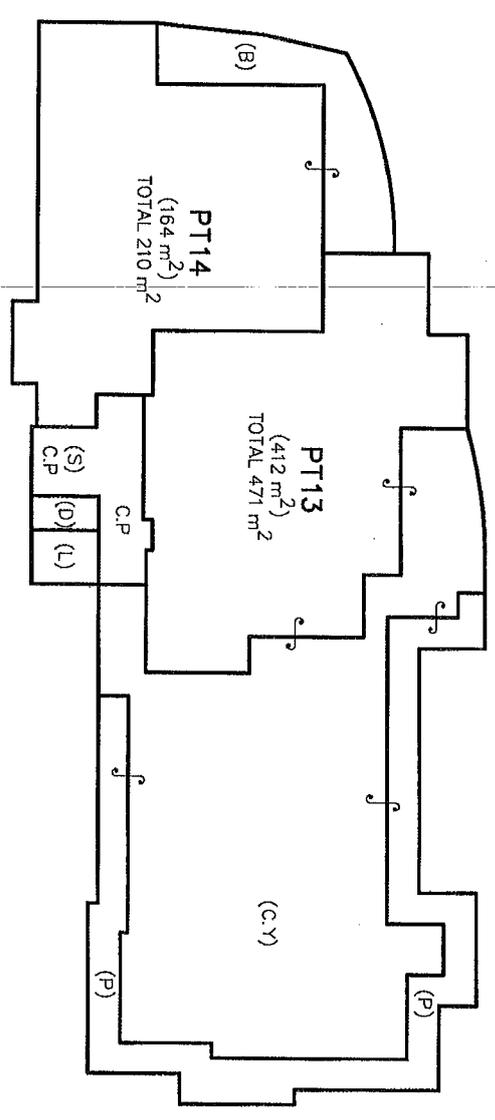
*[Signature]*  
 Authorised Employer/Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 26424/28493SF

STRATA PLAN

SP74807

MCA



LEVEL 5 (BUILDING A)

- ALL AREAS ARE APPROXIMATE ONLY  
 C.P - DENOTES COMMON PROPERTY  
 (B) - DENOTES BALCONY  
 (D) - DENOTES DUCT (C.P)  
 (L) - DENOTES LIFT (C.P)  
 (S) - DENOTES STAIRS  
 (P) - DENOTES PLANTER  
 (C.Y) - DENOTES COURTYARD

THE STRATUM OF THE BALCONIES, COURTYARDS & PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE (EXCEPT WHERE COVERED).

Reduction Ratio 1: 200

lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Professional/Manager/Accredited Certifier

SDRVEYOR'S REFERENCE: 26424/28499SF

**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 3 sheets)

**SP74807**

Plan of Subdivision of Lot 1 in  
 DP1077594 covered in Strata  
 Certificate No. SC 668  
 Dated 1/06/05

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

Tassiter Development Corporation  
 Pty Limited  
 ACN 102 363 299  
 Ground Floor/Suite 10  
 35 Old Northern Road  
 Baulkham Hills NSW 2153

**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 2.75 Wide	15	Integral Energy Australia
2	Restriction on Use	15	Integral Energy Australia
3	Easement for Electricity Purposes Variable width	15	16, Common Property

**Part 2 (Terms)**

- Terms of Easement for Padmount Substation number 1 in the plan.

An Easement for Padmount Substation as setout in Memorandum Number 9262886 filed in the office of Land and Property Information, NSW, is incorporated in this document.

  
**Gordon Wren**  
 Accredited Certifier - Strata  
 Accreditation No: PSOA 003

(Sheet 2 of 3 sheets)

**Plan:**

Plan of Subdivision of Lot 1 in  
DP1077594 covered in Strata  
Certificate No. SC 668  
Dated.....1/06/05.....

**SP74807**

**Part 2 (Terms)(Cont'd)**

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

2.1 The owner will not erect or permit to be erected within the restriction site any building with less than a 120/120/120 fire rating without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

2.2 The owner will not erect or permit to be erected any swimming pool within the restriction site.

2.3 **"120/120/120 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

**"authority benefited"** means Integral Energy Australia (and its successors).

**"erect"** includes construct, install, build and maintain.

**"owner"** means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

**"restriction site"** means that part of the lot burdened subject to the restriction on the use of land.

NAME OF AUTHORITY having the power to release, vary or modify the Easements and Restrictions number 1 and 2 in the plan.

INTEGRAL ENERGY AUSTRALIA

(Sheet 3 of 3 sheets)

Plan:

Plan of Subdivision of Lot 1 in  
DP1077594 covered in Strata  
Certificate No. SC 668  
Dated 1/06/05

# SP74807

The Common Seal of  
TASSITER DEVELOPMENT CORPORATION  
PTY LIMITED  
ACN 102 363 299  
was hereunto affixed by resolution  
of the Directors in the presence of:



*P. L. Wattle*  
.....  
DIRECTOR

*[Signature]*  
.....  
SECRETARY

.....  
WITNESS

*[Signature]*  
.....

*[Signature]*  
.....  
D.G. Reid  
Director



*[Signature]*  
.....  
N.C. Morgan  
Director / Secretary

Signed on behalf of Integral Energy Australia  
by its Attorney pursuant to Power of Attorney  
Book 4446 No 816 in the presence of:

*[Signature]*  
.....

Signature of witness  
*Ray Simmonds*  
.....

Name of witness

C/- Integral Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

*[Signature]*  
.....

Signature of Attorney  
Name: GEOFFREY RIETHMULLER  
Position: NETWORK PROPERTY  
MANAGER

6 April 2005  
.....  
Date of execution  
UCL 2393



COVERED BY STRATA  
CERTIFICATE N° SC668

**SP74807**

1 of 14

**Approved Form 15**

S.28C(1)(F) /S.43(1)(L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

**Strata Development Contract – Strata Plan No. 74807**

This contract contains details of a strata scheme, which is proposed to be developed in (3) stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development Act) 1973.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the owners corporation, or of the executive committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections, 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During the development of a further stage there may be disruption to existing occupants due to building and construction activities.

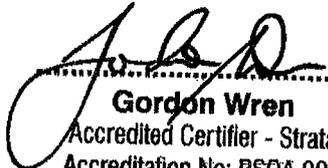
This contract should be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

**Description of Development**

**1. Description of Land**

Lot 1 in Deposited Plan No. 1077594

Ref: 26424-28499OldNthRdStrataScheme15Feb

  
Gordon Wren  
Accredited Certifier - Strata  
Accreditation No: PSQA 003

A.B

SP74807

-2- /14

**2. Description of any non-strata land that is to be developed along with the strata scheme**

Not applicable

**3. Description of any Land proposed to be added to the Scheme**

Not applicable

**4. Description of Development Lot or Lots**

Lot 15 (Stage 2) Building B, Lots 17-34  
Lot 16 (Stage 3) Building C, Lots 35-60

**5. Covenants implied in Strata Development Contracts by the Strata Schemes (Freehold Development) Act 1973**

**(i) Warranted Development**

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "**warranted development** – proposed development subject to a warranty" in the strata development contract and
- that the developer must carry out such development in accordance with the covenants set out and implied in the contract

**(ii) Permission to carry out warranted development and authorised proposals**

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any) and
- such other development as is described and identified as "**authorised proposals** – proposed development *not* subject to a warranty" in the contract.

**(iii) Owners Corporation expenses**

The developer agrees with the owners corporation that the developer will pay the reasonable expenses incurred by the owners corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear and

SP74807

**SP74807**

**SP74807**

-3-114

- for any water, sewerage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development and
- for additional administrative costs connected with that development, such as the cost of giving notice and holding any meeting required to obtain approval of a strata plan of subdivision
- for any amounts due under any strata management statement that are connected with the carrying out of the permitted development.

**(iv) Standard of development**

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths and
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

**(v) Unauthorised use of the parcel**

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract or
- to such other extent as may be specified in the contract.

**(vi) Restoration of common property**

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

**(vii) Restoration of development lot**

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplate or permits the damage.

For the purposes of this covenant, "**damage**" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

S P 7 4 8 0 7

-4-114

**(viii) Additional covenants for vertical staged development**

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not development lot, the developer agrees with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise and
- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out or permitted development.

**6. Warranted Development – proposed development subject to a warranty.**

- (i) **(a) Description of Development (Stage 2)**  
7 level residential and commercial building including two and a half levels of carparking at the lower levels. Each Strata Lot will comprise cubic space within the buildings together with balconies and/or courtyards as shown on Sheets 7 to 14 of this contract.
- (i) **(b) Description of Development (Stage 3)**  
6 level residential building including one and a half levels of carparking at the lower levels. Each strata lot will comprise cubic space within the buildings together with balconies and/or courtyards as shown on sheets 7-14 of this contract.
- (ii) **(a) Common Property Amenities (Stage 2)**  
Access driveways, lifts, stairs, landscaped areas, garbage collection and storage facilities, lobbies, gymnasium.
- (ii) **(b) Common Property Amenities (Stage 3)**  
All access driveways, lifts, stairs, landscaped areas, garbage collection, storage facilities, BBQ area and pool area.
- (iii) **Schedule of Commencement and Completion (Stage 2 and Stage 3)**  
Not applicable
- (iv) **Schedule of Lots**  
Stage 2. 18 Lots – Lots 17-34  
Stage 3. 26 Lots – Lots 35-60
- (v) **Working Hours**  
7.00 am to 5.00 pm. Monday to Saturday inclusive.

SP74807

SP74807

-5-114

**(iv) Arrangements for Entry, Exit, Movement and Parking Vehicles to, from and on the parcel during development and Permitted Uses of Common Property and Development Lots during development (Stage 2 and Stage 3)**

Access created by Stage: 1, Old Northern Road and the common property driveway at Level 1 of Stage: 1

- No interference with the remaining common property of Stage: 1.
- Construction zones are wholly maintained within Lots 15 and 16.

**(vii) Landscaping (Stage 2 and Stage 3)**

Common Property areas will be landscaped in accordance with landscaping plans submitted to Baulkham Hills Shire Council.

**(v) Schedule of Materials and Finishes (Stage 2 and Stage 3)**

All units of brick and concrete construction with roofing of concrete and metal; common property areas finished with concrete (parking areas, driveways and pathways) and landscaping as shown on landscaping plans submitted to Baulkham Hills Shire Council.

**(ix) Vertical Staging (Stage 1 and Stage 2)**

The visitor parking and part of the common property driveway for the first stage are situated below Lot 15 at Level 1 as shown on Sheets 3 and 4 of the Strata Plan.

The developer holds a Contractors all Risk/Public Liability Insurance Policy with GIO General Ltd Policy Numbers SB2330792C and SB2330793E.

**(x) Contributions to Common Property Expenses**

The developer is not liable for any common property expenses.

**(xi) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications**

By-Laws will be registered at this stage.

**7. Authorised Proposals** – proposed development not subject to a warranty.  
Not applicable

**8. Date of Conclusion of Development Scheme**

24 December 2005

**9. Concept Plan**

See Sheets 7 to 14 inclusive

SP74807

SP74807

-6- /14

Signatures, Consents, Approvals



Signature / seal of developer .....

Signature / seal of each registered mortgagee, chargee, covenant chargee and Lessee of the development lot.

Signature / seal of each registered mortgagee and chargee, of a lease of the development lot.

N.C. Morgan  
Director / Secretary

D.G. Reid  
Director



Certificate of Approval

It is certified:

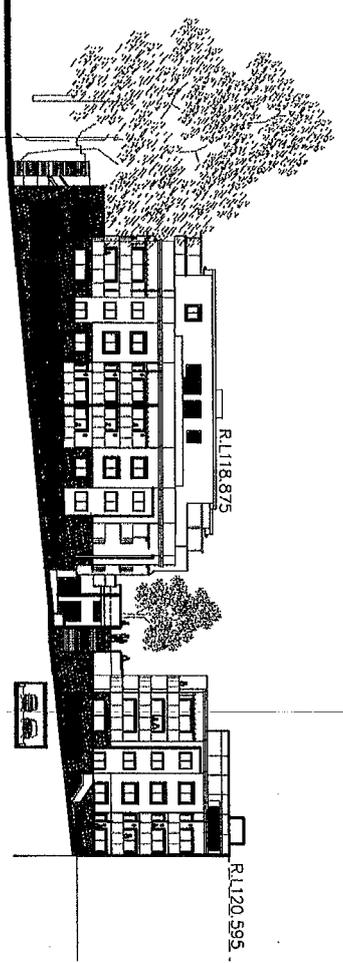
- a. that the consent authority has consented to the development described in Development Application No 2297/03/HB and
- b. the carrying out of the proposed development described as "warranted development: and "authorised proposals" in this strata development contract would not contravene:
  - (i) any condition subject to which the consent was granted; or
  - (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent: (fill in if applicable)

Date: 8 APRIL 2005

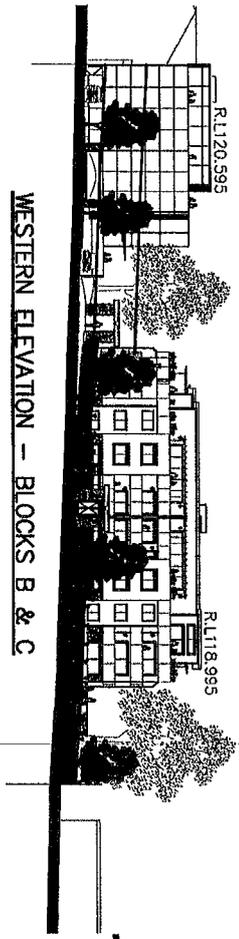
Execution of consent authority Audrey Bonds

AUTHORISED PERSON  
BALUKHAM HILLS SHIRE COUNCIL

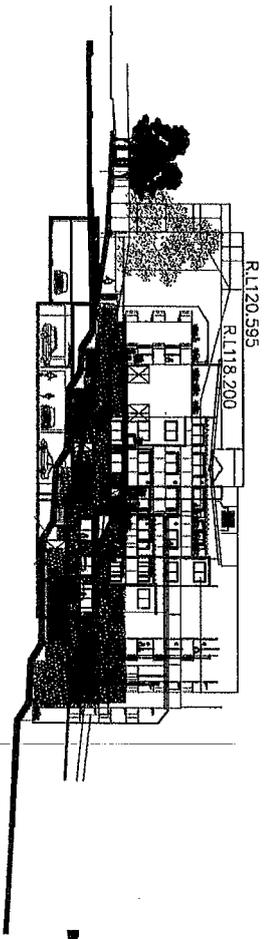




EASTERN ELEVATION - BLOCKS B & C



WESTERN ELEVATION - BLOCKS B & C

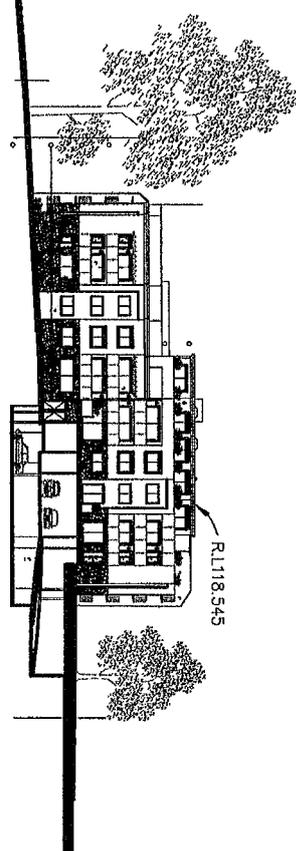


SOUTHERN ELEVATION - BLOCK B

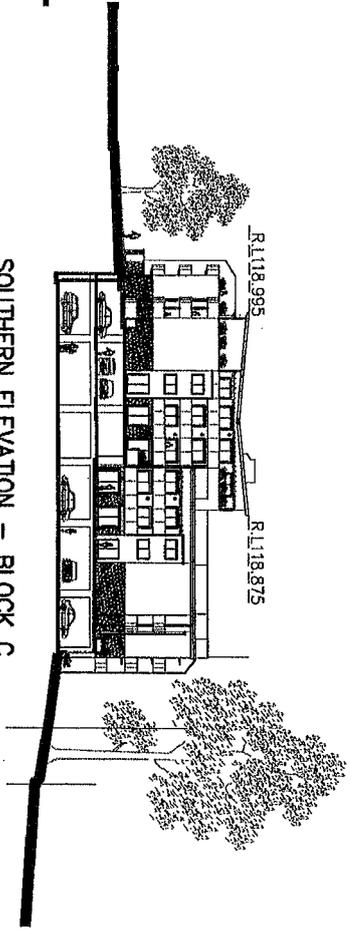
DEVELOPMENT STATEMENT  
 PLAN OF SUBDIVISION OF LAND  
 IN LOT 1 D.P1077594,  
 NO25-33 OLD NORTHERN RD,  
 BAULKHAM HILLS  
 MUNICIPALITY: BAULKHAM HILLS  
 ELEVATIONS-  
 STAGES 2 & 3

STRATA PI AN

SP74807



NORTHERN ELEVATION - BLOCK C



SOUTHERN ELEVATION - BLOCK C

Reduction Ratio 1: 500

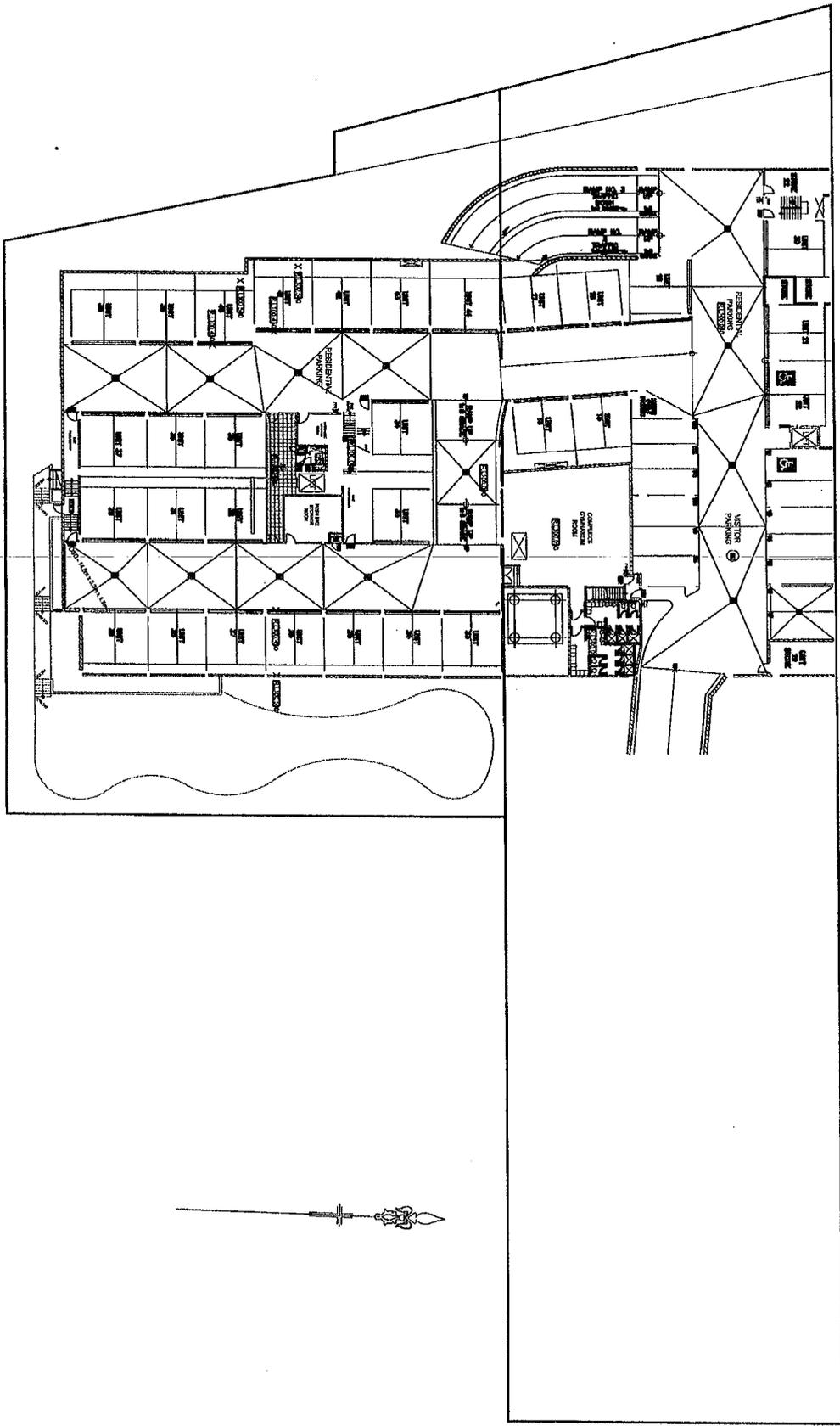
lengths are in metres

*[Signature]*  
 Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 26424/28499SP

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION



LEVEL 1

DEVELOPMENT STATEMENT  
PLAN OF SUBDIVISION OF LAND  
IN LOT 1 D.P1077594,  
N625-33 OLD NORTHERN RD,  
BAULKHAM HILLS  
MUNICIPALITY: BAULKHAM HILLS  
FLOOR PLANS -  
STAGES 2 & 3

STRATA PLAN

SP74807



Reduction Ratio 1: 400

lengths are in metres

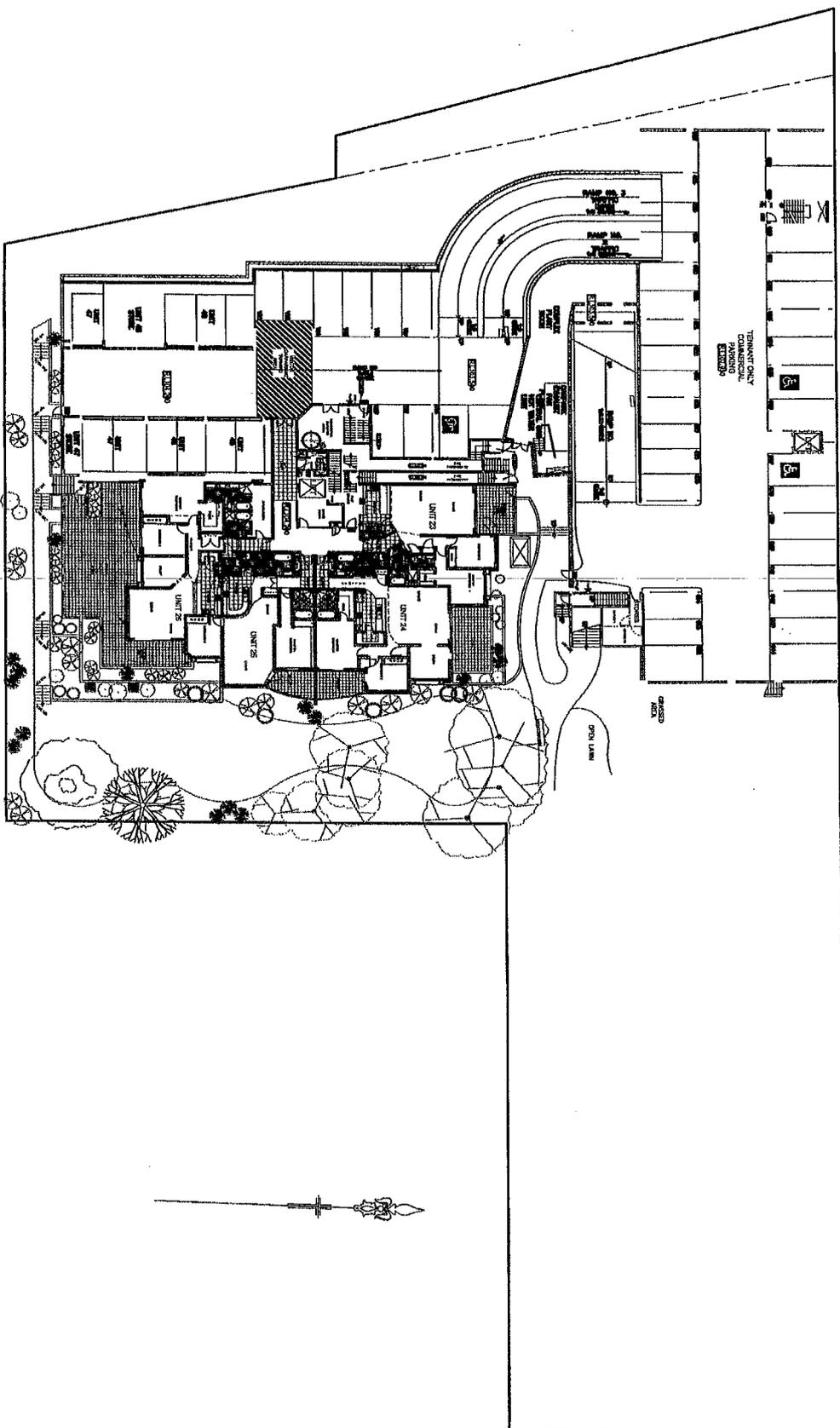
A.8

*[Signature]*  
Registered Surveyor

REGISTERATOR'S REFERENCE: 26424/28499SP

Authorised Person/General Manager/Accredited Certifier

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION



LEVEL 2

DEVELOPMENT STATEMENT  
PLAN OF SUBDIVISION OF LAND  
IN LOT 1 D.P.1077594,  
NO25-33 OLD NORTHERN RD,  
BAULKHAM HILLS  
MUNICIPALITY: BAULKHAM HILLS  
FLOOR PLANS -  
STAGES 2 & 3

STRATA PLAN

SP74807

Reduction Ratio 1: 400

lengths are in metres

A.B

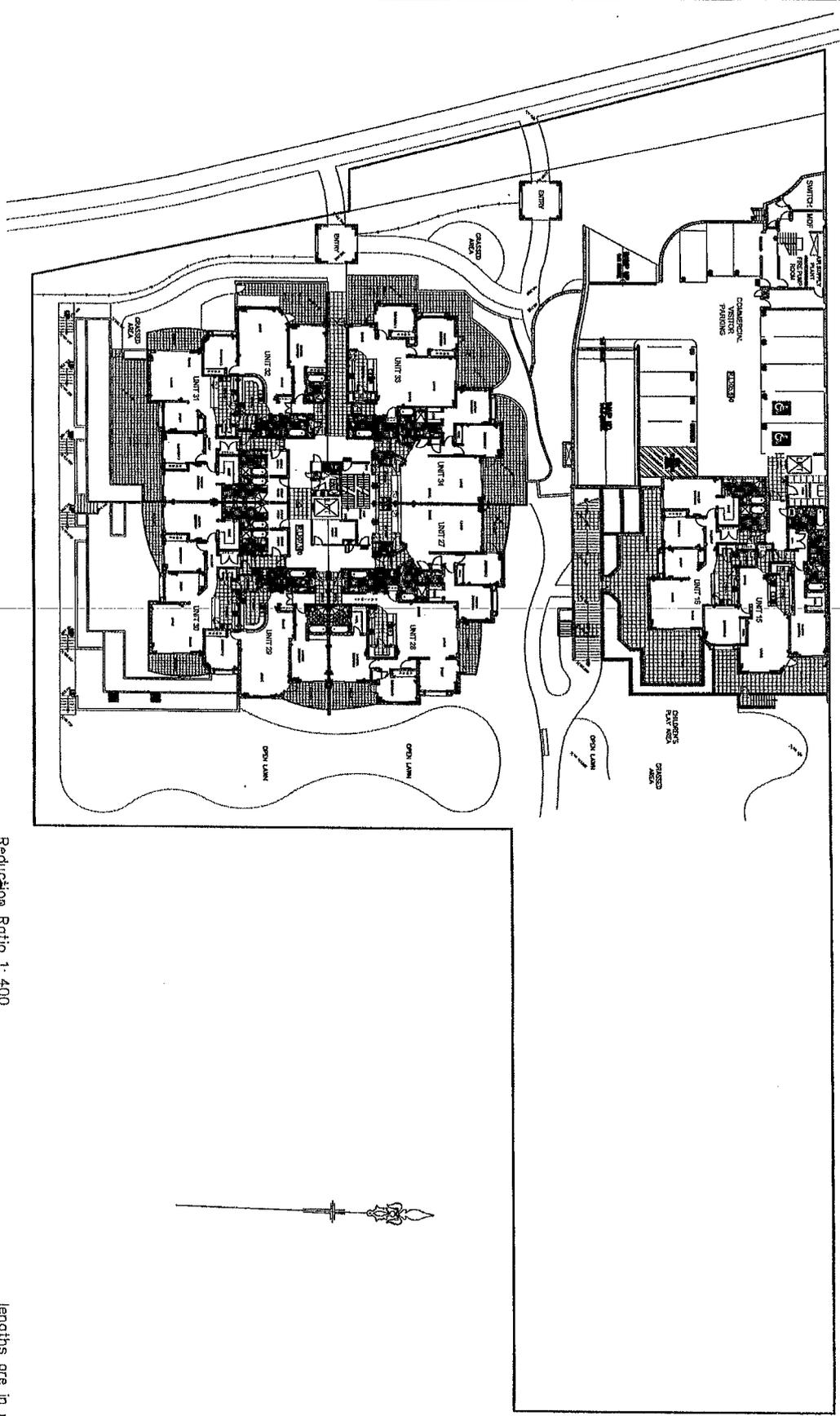
  
Registered Surveyor

SPURVEYOR'S REFERENCE: 26424/28499SP

Authorised Person/General Manager/Accredited Certifier

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

**LEVEL 3**



DEVELOPMENT STATEMENT  
 PLAN OF SUBDIVISION OF LAND  
 IN LOT 1 D.P.1077594,  
 Nos 25-33 OLD NORTHERN RD,  
 BAULKHAM HILLS  
 MUNICIPALITY: BAULKHAM HILLS  
 FLOOR PLANS -  
 STAGES 2 & 3

**STRATA PLAN**

**SP74807**



Reduction Ratio 1: 400

lengths are in metres

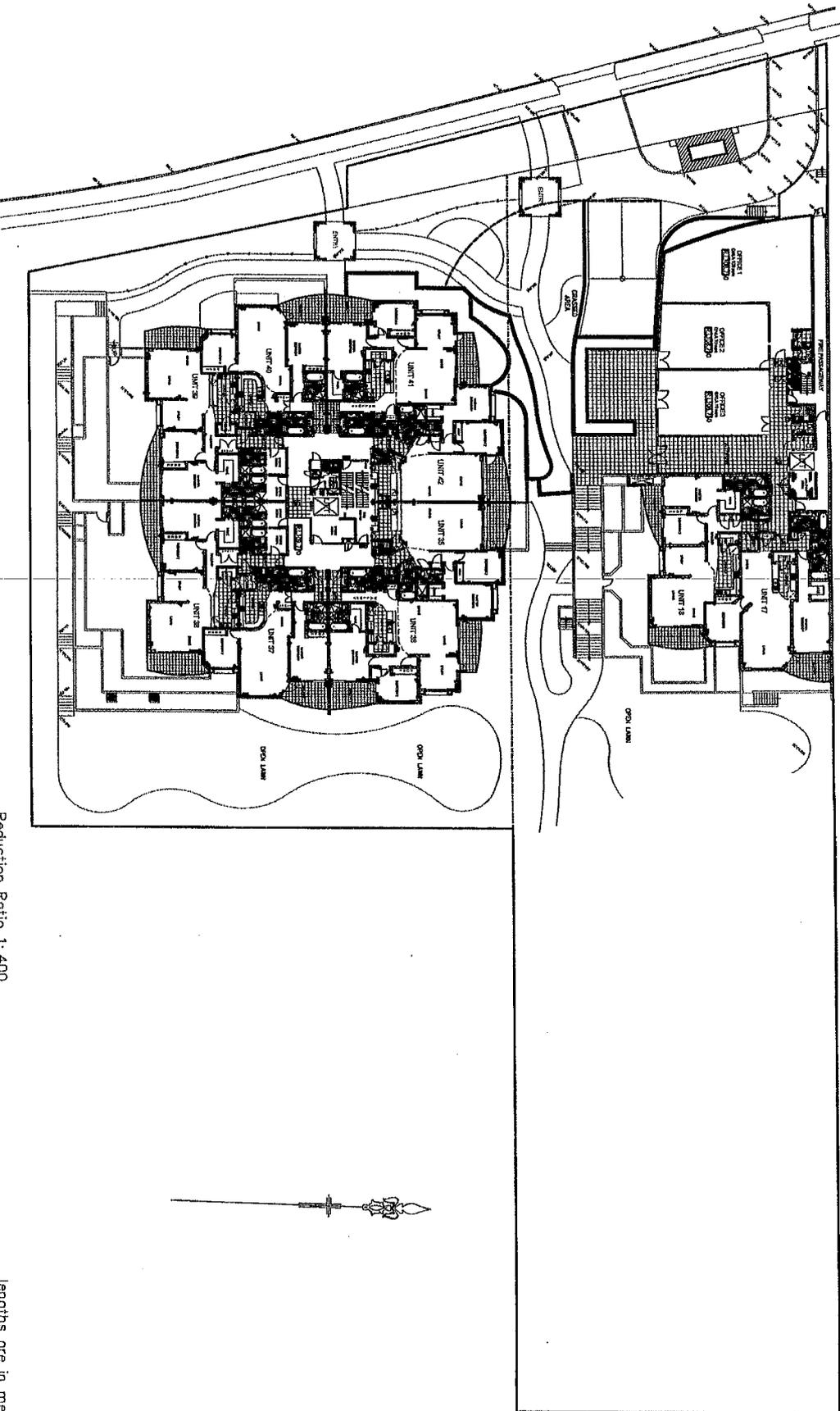
A.4

*[Signature]*  
 Registered Surveyor

SURVEYOR'S REFERENCE: 26424/28499SP

Authorised Person/General Manager/Accredited Certifier

WARNING CREATING OR FOLDING WILL LEAD TO REJECTION



LEVEL 4

DEVELOPMENT STATEMENT  
PLAN OF SUBDIVISION OF LAND  
IN LOT 1 D.P.1077594,  
No25-33 OLD NORTHERN RD,  
BAULKHAM HILLS  
MUNICIPALITY: BAULKHAM HILLS  
FLOOR PLANS -  
STAGES 2 & 3

STRATA PLAN

SP74807

Reduction Ratio 1: 400

lengths are in metres

A. B.

  
Registered Surveyor

SURVEYOR'S REFERENCE: 26424/28499SP

Authorised Person/General Manager/Accredited Certifier

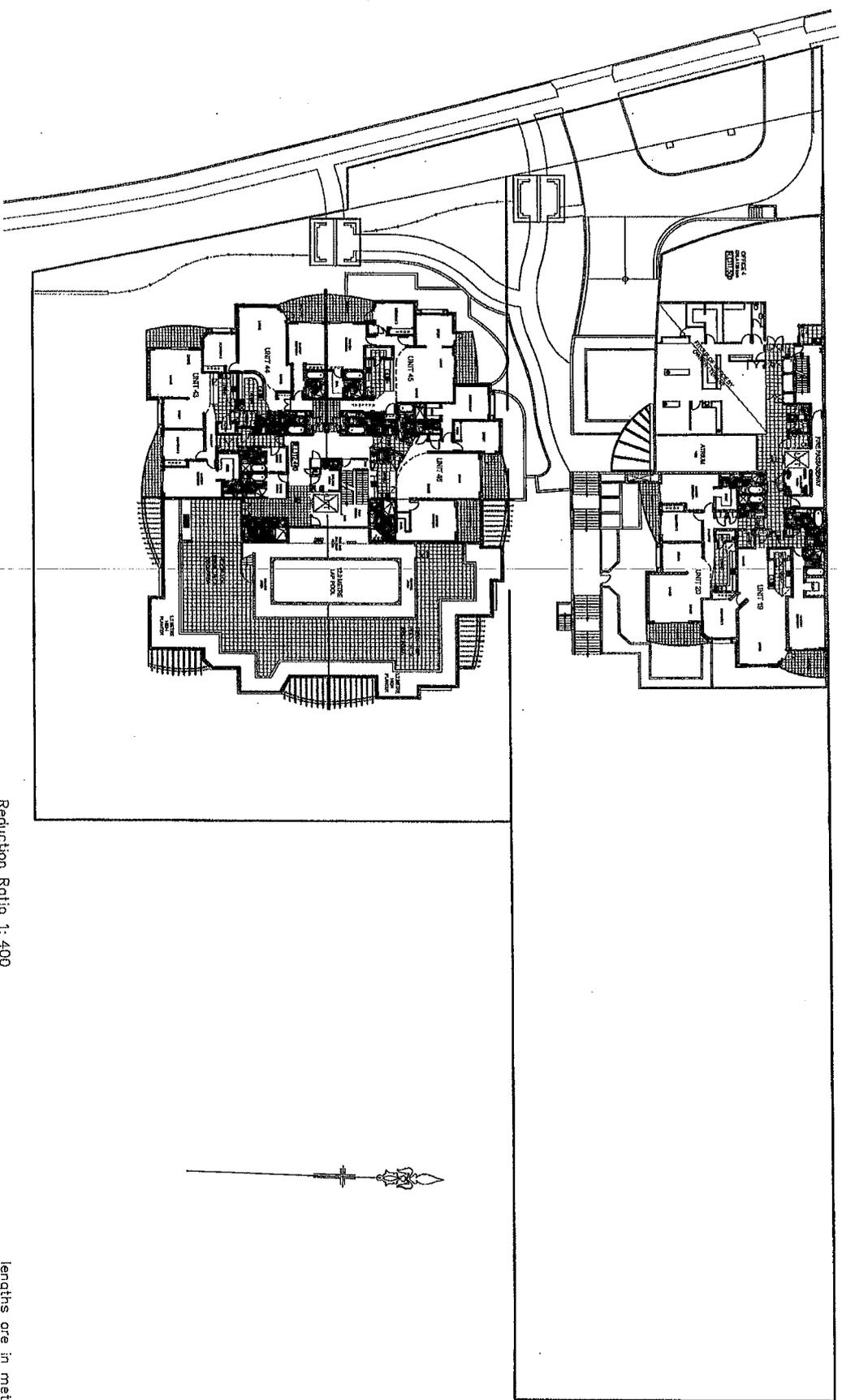


LEVEL 5

DEVELOPMENT STATEMENT  
 PLAN OF SUBDIVISION OF LAND  
 IN LOT 1 D.P.1077594,  
 No25-33 OLD NORTHERN RD,  
 BAULKHAM HILLS  
 MUNICIPALITY: BAULKHAM HILLS  
 FLOOR PLANS -  
 STAGES 2 & 3

STRATA PLAN

SP74807



Reduction Ratio 1: 400

lengths are in metres

A.1

*[Signature]*  
 Registered Surveyor

SURVEYOR'S REFERENCE: 26424/28499SP

Authorised Person/General Manager/Accredited Certifier

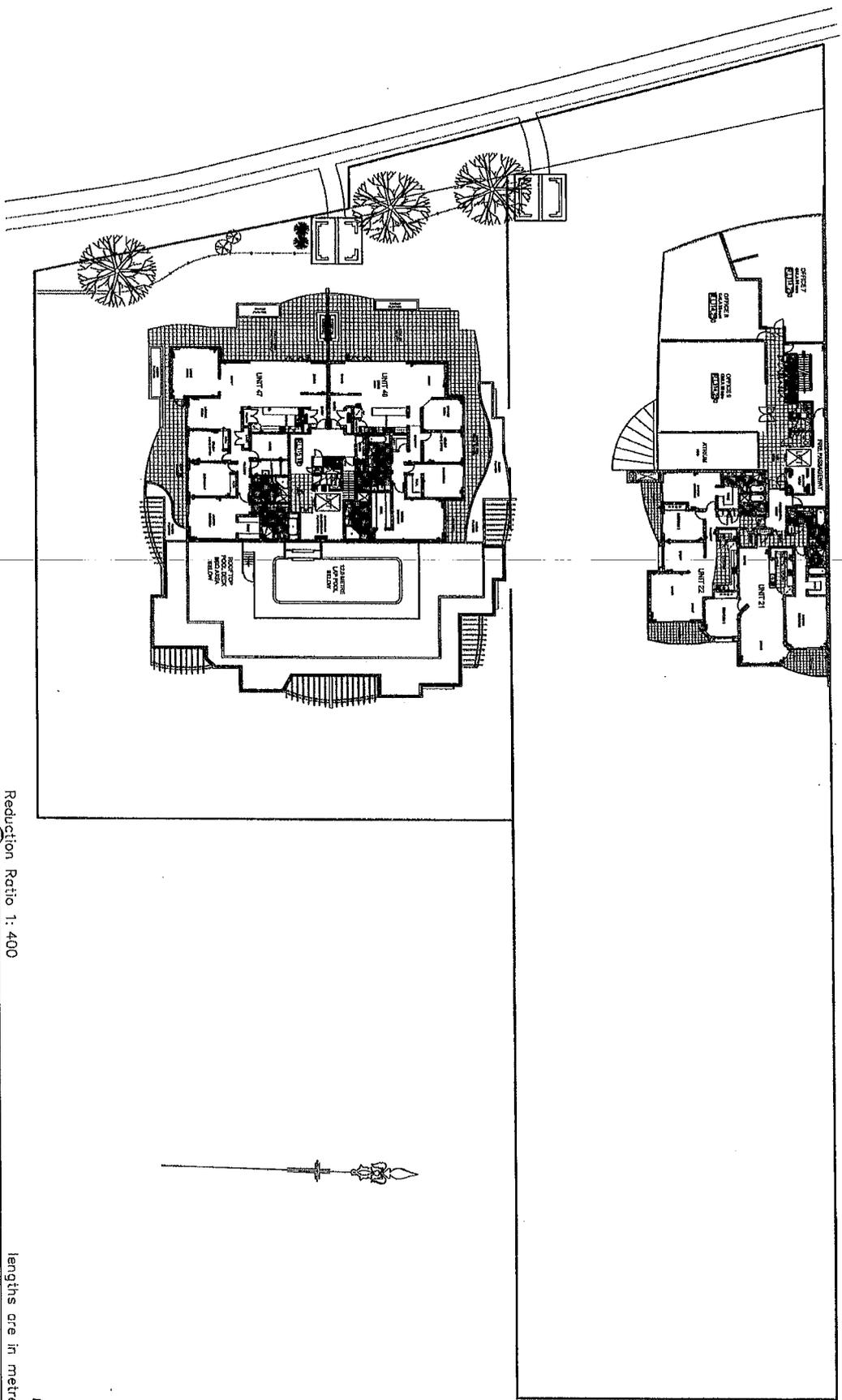
WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

**LEVEL 6**

DEVELOPMENT STATEMENT  
PLAN OF SUBDIVISION OF LAND  
IN LOT 1 D.P.1077594,  
No25-33 OLD NORTHERN RD,  
BAULKHAM HILLS  
MUNICIPALITY: BAULKHAM HILLS  
FLOOR PLANS -  
STAGES 2 & 3

**STRATA PLAN**

**SP74807**



Reduction Ratio 1: 400

lengths are in metres

A.6



*[Signature]*  
Registered Surveyor

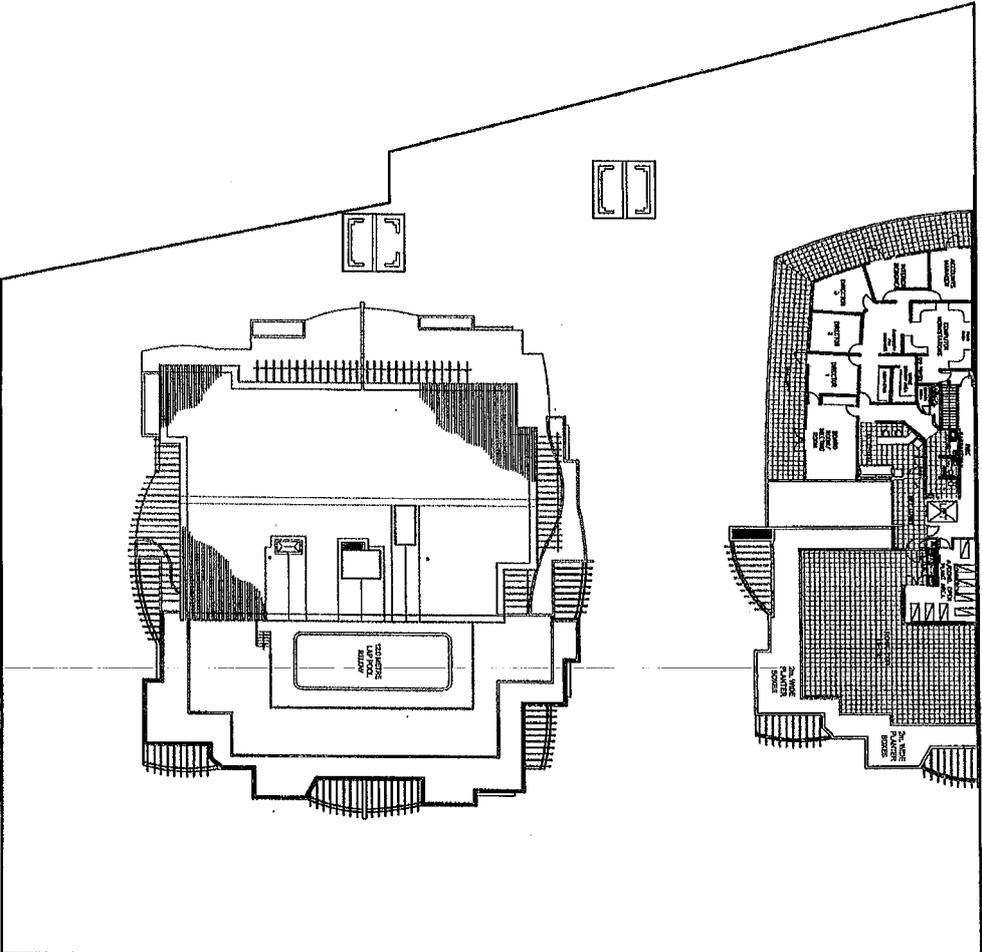
Authorised Person/General Manager/Accredited Certifier  
SURVEYOR'S REFERENCE: 26424/28499SP

SP2

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 14 of 14 Sheets

LEVEL 7



DEVELOPMENT STATEMENT  
PLAN OF SUBDIVISION OF LAND  
IN LOT 1 D.P1077594,  
No25-33 OLD NORTHERN RD,  
BAULKHAM HILLS  
MUNICIPALITY: BAULKHAM HILLS  
FLOOR PLANS -  
STAGES 2 & 3

STRATA PLAN

SP74807



Reduction Ratio 1:400

lengths are in metres

4.6.

  
Registered Surveyor

SURVEYOR'S REFERENCE: 26424/28499SP

Authorised Person/General Manager/Accredited Certifier



STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan OFFICE USE ONLY

STRATA CERTIFICATE

Section of General Residential Certificate GORDON WREN  
 The registered certificate is issued in accordance with the requirements of the Strata Schemes (General Development) Act 1971 or the Strata Schemes (General Development) Act 1985, have been compiled and approved of the proposed:  
 \* Strata plan of subdivision  
 \* Strata plan of subdivision

Registered in the name of this certificate  
 The registered certificate is issued in accordance with the requirements of the Strata Schemes (General Development) Act 1971 or the Strata Schemes (General Development) Act 1985, have been compiled and approved of the proposed:  
 \* Strata plan of subdivision  
 \* Strata plan of subdivision  
 \* The strata plan of subdivision is issued in accordance with the requirements of the Strata Schemes (General Development) Act 1971 or the Strata Schemes (General Development) Act 1985, have been compiled and approved of the proposed:  
 \* Strata plan of subdivision  
 \* Strata plan of subdivision  
 \* The strata plan of subdivision is issued in accordance with the requirements of the Strata Schemes (General Development) Act 1971 or the Strata Schemes (General Development) Act 1985, have been compiled and approved of the proposed:  
 \* Strata plan of subdivision  
 \* Strata plan of subdivision

The registered certificate is issued in accordance with the requirements of the Strata Schemes (General Development) Act 1971 or the Strata Schemes (General Development) Act 1985, have been compiled and approved of the proposed:  
 \* Strata plan of subdivision  
 \* Strata plan of subdivision  
 \* The strata plan of subdivision is issued in accordance with the requirements of the Strata Schemes (General Development) Act 1971 or the Strata Schemes (General Development) Act 1985, have been compiled and approved of the proposed:  
 \* Strata plan of subdivision  
 \* Strata plan of subdivision

Plan No. SC-670  
 Section No. SC-670  
 Accreditation No. BPP 0447  
 Devalent Development Consent No. 1487/2005  
 Issued by: BAULKHAM HILLS COUNCIL

"SEE SIGNATURES FORM"  
 \* Strata Plan of Subdivision / General Manager / Accredited Officer

SCHEDULE OF UNIT ENTITLEMENT

LOT No	UNIT ENTITLEMENT	LOT No	UNIT ENTITLEMENT
35	151	48	193
36	193	49	160
37	156	50	184
38	185	51	184
39	151	52	157
40	193	53	190
41	160	54	151
42	184	55	184
43	187	56	157
44	157	57	190
45	159	58	151
46	151	59	281
47	151	60	260
		TOTAL	4620

SURVEYOR'S CERTIFICATE

1. JACEK IDZIKOWSKI  
 of LOCKLEY LAND TITLE SOLUTIONS  
 P.O. BOX 400 GLADESVILLE, 1675  
 a surveyor registered under the Surveying Act 2002, hereby certify that

- (1) each of the requirements of
- \* Schedule 13 to the Strata Schemes (General Development) Act 1971
- \* Schedule 14 to the Strata Schemes (General Development) Act 1985
- has been met.
- (2) (a) the building encroaches on a public place
- \* (b) the building encroaches on land (other than a public place) in respect of which encroachment or easement is registered
- \* has been created by registered
- \* is to be created under section 88B of the Conveyancing Act 1919
- (3) the survey information recorded in the accompanying location plan is accurate

"SEE SIGNATURES FORM" Date: 12-07-07  
 Signature: \_\_\_\_\_

This is sheet 1 of my plan in 7 sheets.

APPROVED USE Model By-laws adopted for this scheme  
 Keeping of Animals- Option A/B/C  
 \* Schedule of By-laws in sheets filed with plan  
 \* No By-laws apply  
 \* strike out whichever is inapplicable

PLAN OF SUBDIVISION OF LOT 16 S.P. 74807

L.G.A: BAULKHAM HILLS Suburb/Locality: BAULKHAM HILLS

Parrish: FIELD OF MARS Country: CUMBERLAND

Reduction Ratio 1: Lengths are in metres

Name of, and \*address for service of notices on, the owners corporation  
 \*Address required on original strata plan only  
 THE OWNERS OF STRATA PLAN NO 74807  
 NO25-33 OLD NORTHERN ROAD,  
 BAULKHAM HILLS N.S.W

FOR LOCATION PLAN SEE SHEET 2  
 Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

SP80459

Registered: 16.4.2008  
 Purpose: STRATA PLAN OF SUBDIVISION  
 Ref Map: U9160-64  
 Lost Plan: SP74807

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160

Table of mm SURVEYOR'S REFERENCE: 26424/30071SP3

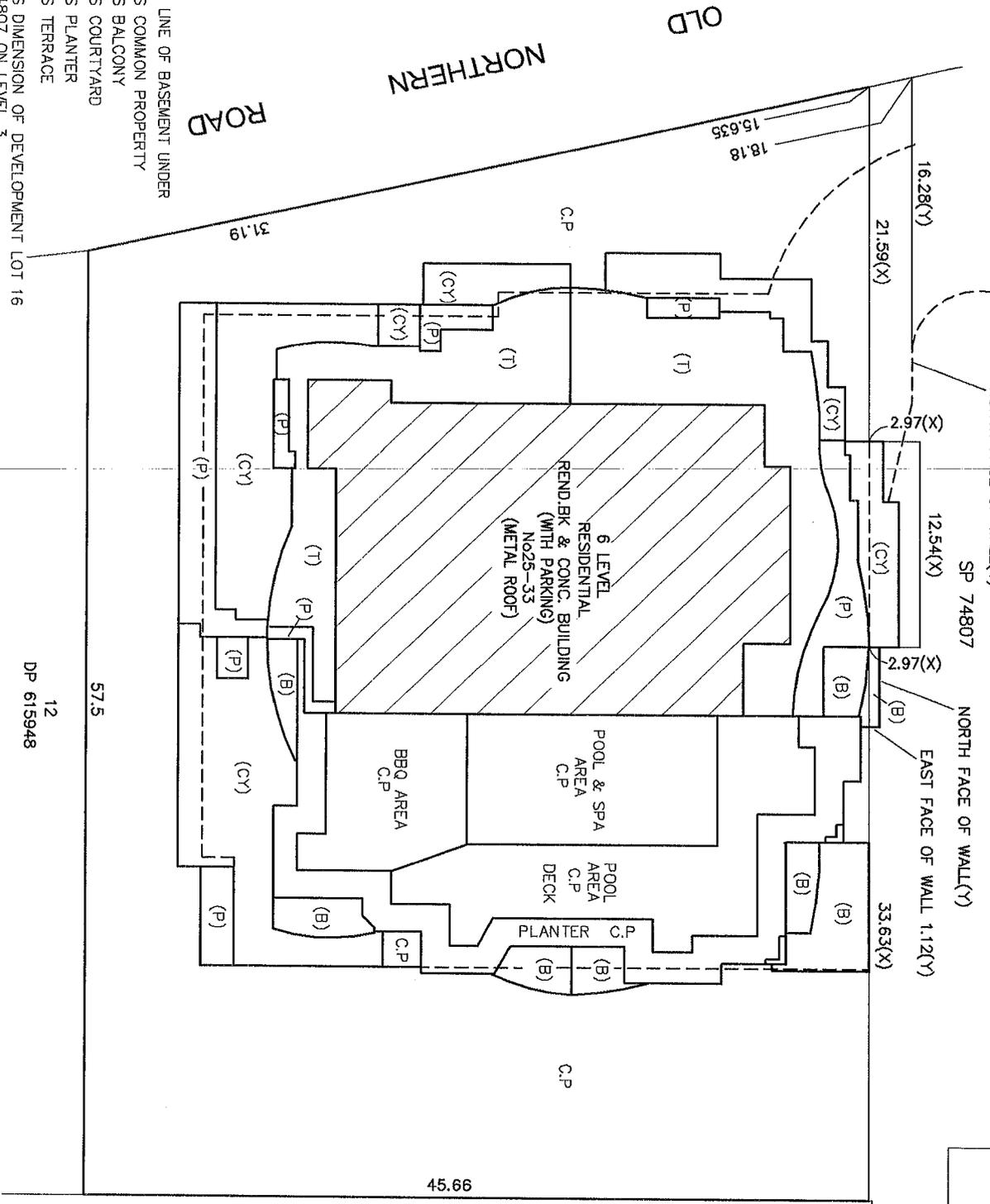
SP2

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No 2 of 7 Sheets

LOCATION PLAN

SP80459



- DENOTES LINE OF BASEMENT UNDER
- C.P - DENOTES COMMON PROPERTY
- (B) - DENOTES BALCONY
- (CY) - DENOTES COURTYARD
- (P) - DENOTES PLANTER
- (T) - DENOTES TERRACE
- (X) - DENOTES DIMENSION OF DEVELOPMENT LOT 16
- (Y) - DENOTES DIMENSION OF DEVELOPMENT LOT 16
- IN SP.74807 ON LEVEL 3
- IN SP.74807 ON LEVEL 2

12  
 DP 615948

Reduction Ratio 1: 200

lengths are in metres

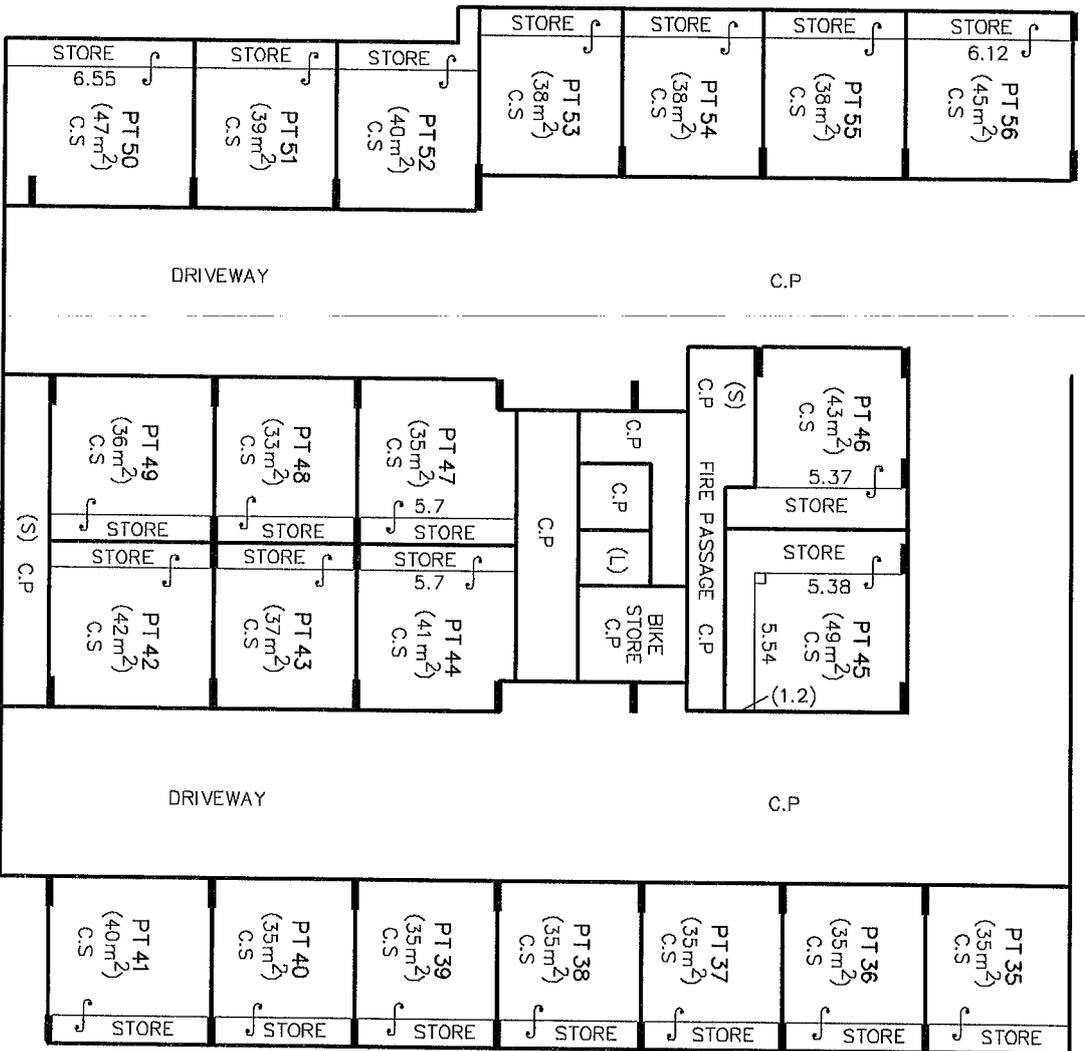
"SEE SIGNATURES FORM"

"SEE SIGNATURES FORM"

Registered Surveyor  
 SURVEYOR'S REFERENCE: 26424/30071SP3

Authorised Person/General Manager/Accredited Certifier

SP80459



**LEVEL 1**

ALL AREAS ARE APPROXIMATE AND PROVIDED ONLY FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Reduction Ratio 1: 200

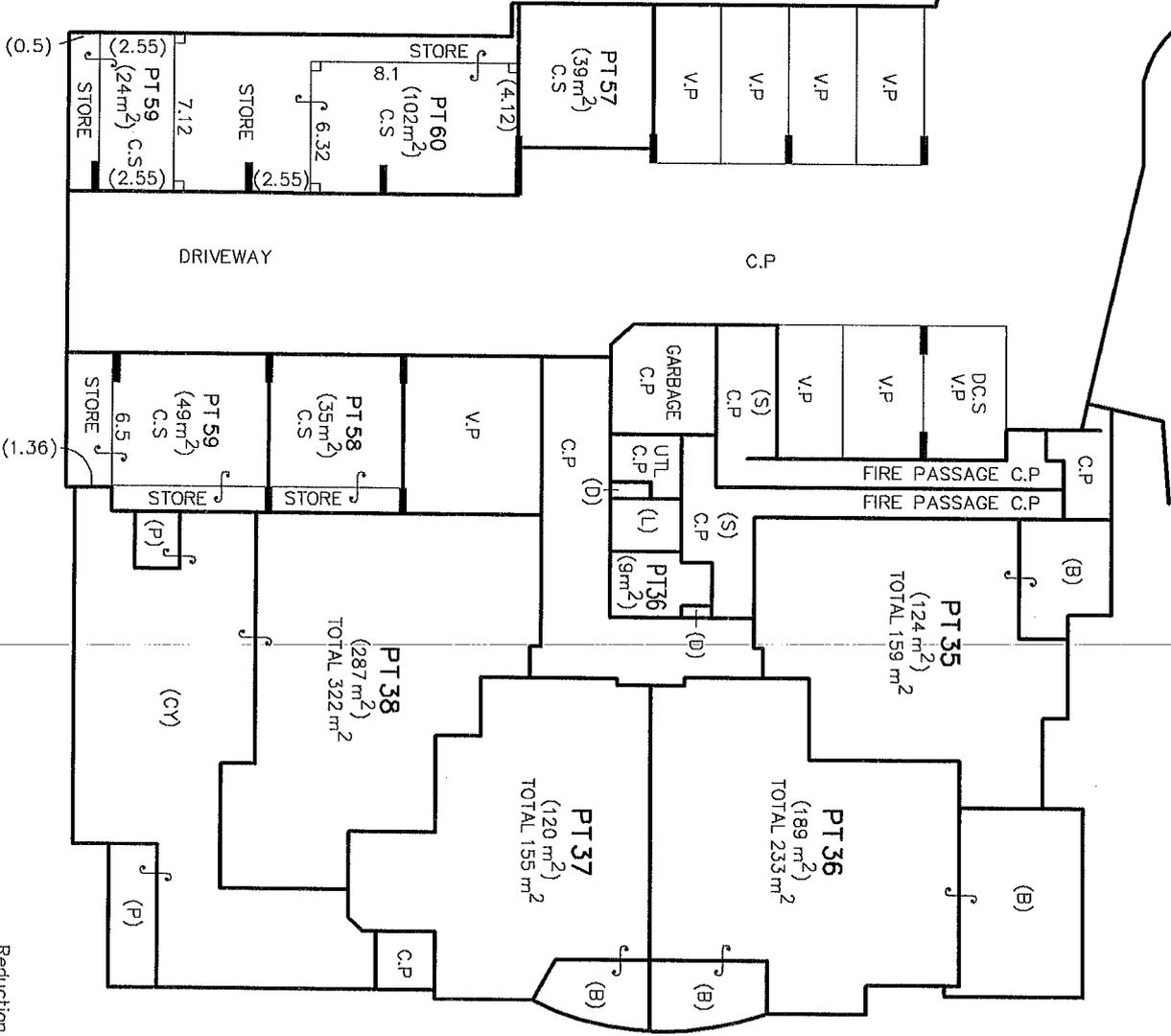
lengths are in metres

STORE DENOTES STORAGE SPACE 0.8 FROM THE WALL AND 5.1 WIDE UNLESS SHOWN OTHERWISE

- H - DENOTES 90°
- C.P - DENOTES COMMON PROPERTY
- C.S - DENOTES CARSPACE
- V.P - DENOTES VISITOR PARKING (C.P)
- (S) - DENOTES STAIRS
- (L) - DENOTES LIFT (C.P)

LEVEL 2

SP80459



- H - DENOTES 90°
- C.P - DENOTES COMMON PROPERTY
- (B) - DENOTES BALCONY
- (CY) - DENOTES COURTYARD
- (D) - DENOTES DUCT (C.P)
- (L) - DENOTES LIFT (C.P)
- (S) - DENOTES STAIRS
- (V) - DENOTES VOID (C.P)
- C.S - DENOTES CARSPACE
- V.P - DENOTES VISITOR PARKING (C.P)

UTL - DENOTES UTILITIES ROOM (C.P)  
 (P) - DENOTES PLANTER  
 D.C.S - DENOTES DISABLED CARSPACE  
 STORE DENOTES STORAGE SPACE 0.8 FROM THE WALL AND 5.1 WIDE UNLESS SHOWN OTHERWISE

ALL AREAS ARE APPROXIMATE AND PROVIDED ONLY FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.  
 THE STRATUM OF THE COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE (EXCEPT WHERE COVERED) AND 2.5 BELOW (EXCEPT WHERE THERE IS A HARDSTAND BASE OR BASEMENT CEILING SLAB) THEIR RESPECTIVE ADJOINING UNIT HARDSTAND SURFACE.  
 THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE (EXCEPT WHERE COVERED) THEIR RESPECTIVE HARDSTAND SURFACE.

Reduction Ratio 1: 200

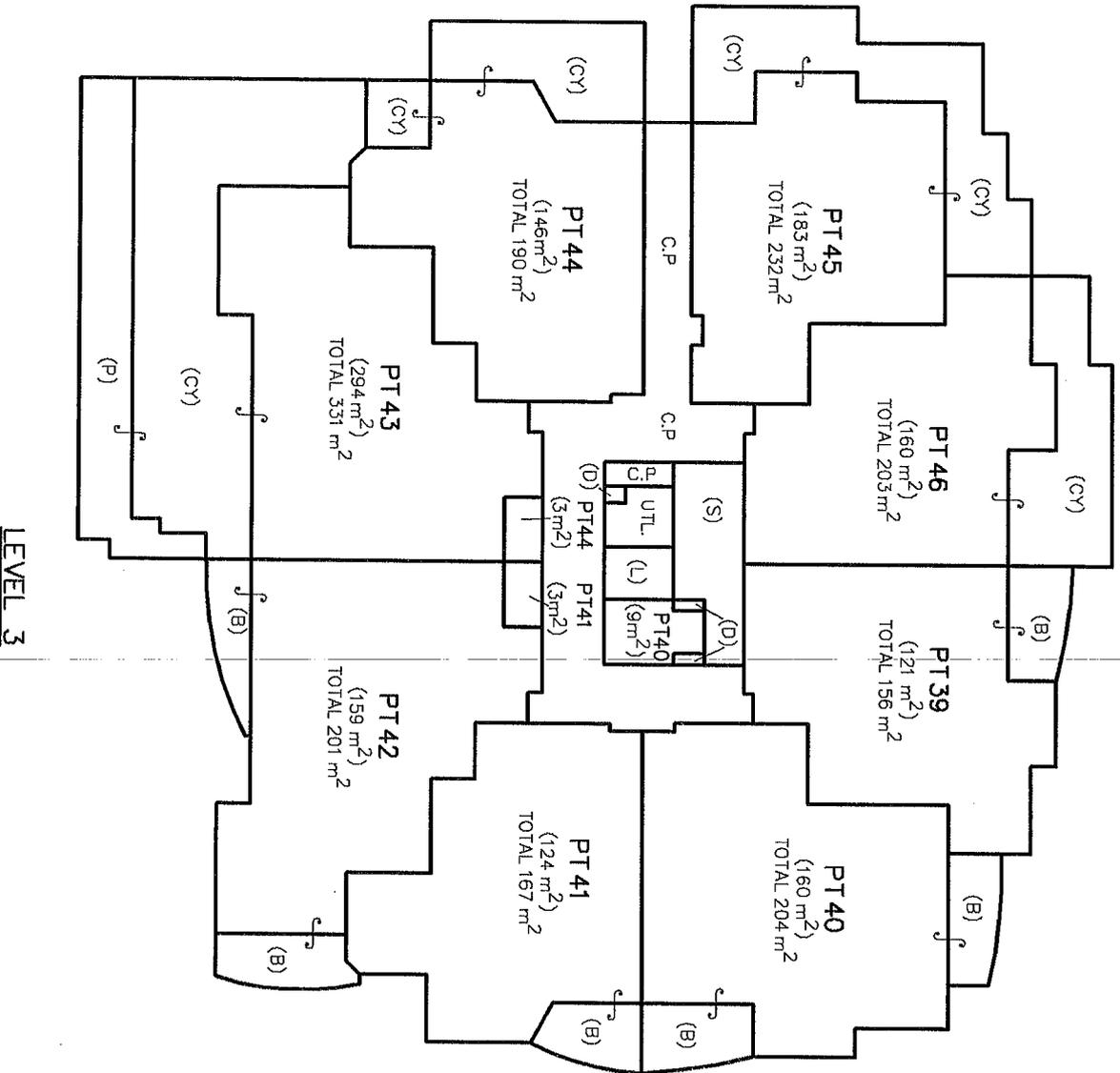
lengths are in metres

"SEE SIGNATURES FORM"

"SEE SIGNATURES FORM"

Registered Surveyor  
 SURVEYOR'S REFERENCE: 26424/30071SP3  
 Authorised Person/General Manager/Accredited Certifier

SP80459



LEVEL 3



- C.P - DENOTES COMMON PROPERTY
- (B) - DENOTES BALCONY
- (CY) - DENOTES COURTYARD
- (D) - DENOTES DUCT (C.P)
- (L) - DENOTES LIFT (C.P)
- (S) - DENOTES STAIRS
- UTL - DENOTES UTILITIES ROOM (C.P)
- (P) - DENOTES PLANTER

ALL AREAS ARE APPROXIMATE AND PROVIDED ONLY FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.  
 THE STRATUM OF THE COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE (EXCEPT WHERE COVERED) AND 2.5 BELOW (EXCEPT WHERE THERE IS A HARDSTAND BASE OR BASEMENT CEILING SLAB) THEIR RESPECTIVE ADJOINING UNIT HARDSTAND SURFACE.  
 THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE (EXCEPT WHERE COVERED) THEIR RESPECTIVE HARDSTAND SURFACE.

Reduction Ratio 1: 200

lengths are in metres

"SEE SIGNATURES FORM"

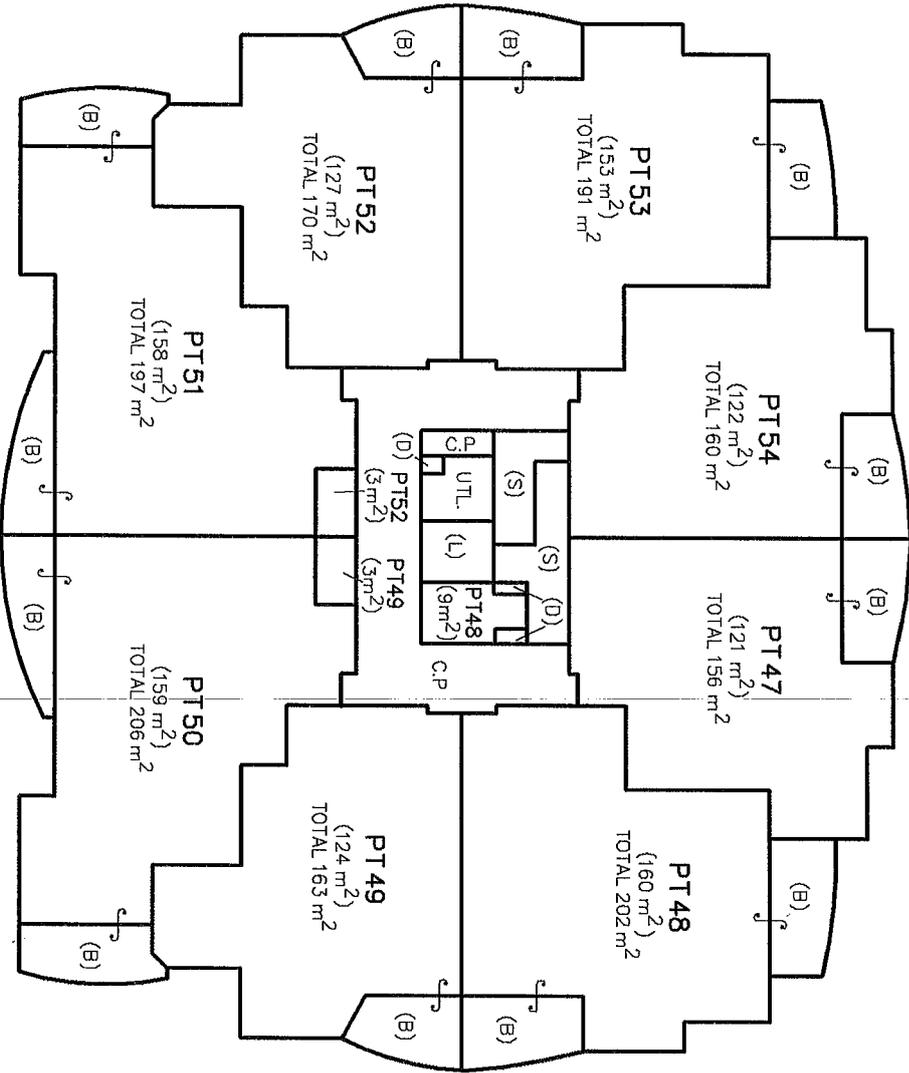
Registered Surveyor

SURVEYOR'S REFERENCE: 26424/30071SP3

"SEE SIGNATURES FORM"

Authorised Person/General Manager/Accredited Certifier

SP80459



LEVEL 4



- C.P - DENOTES COMMON PROPERTY
- (B) - DENOTES BALCONY
- (D) - DENOTES DUCT (C.P)
- (L) - DENOTES LIFT (C.P)
- (S) - DENOTES STAIRS
- UTL - DENOTES UTILITIES ROOM (C.P)

ALL AREAS ARE APPROXIMATE AND PROVIDED ONLY FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE(EXCEPT WHERE COVERED).

Reduction Ratio 1: 200

lengths are in metres

"SEE SIGNATURES FORM"

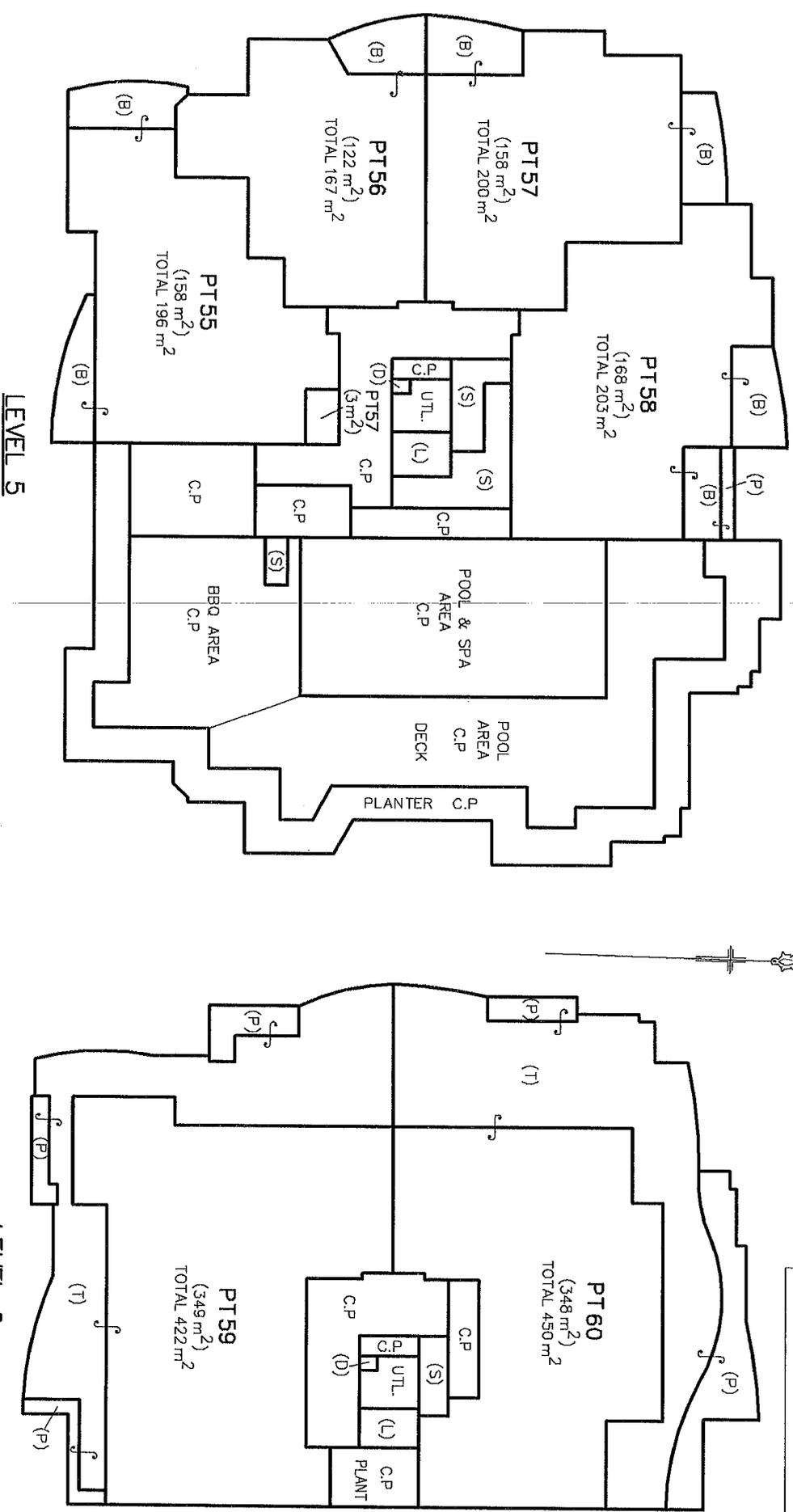
Registered Surveyor

"SEE SIGNATURES FORM"

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 26424/30071SP3

SP80459



- C.P - DENOTES COMMON PROPERTY
- (B) - DENOTES BALCONY
- (D) - DENOTES DUCT (C.P)
- (L) - DENOTES LIFT (C.P)
- (S) - DENOTES STAIRS
- (P) - DENOTES PLANTER
- (T) - DENOTES TERRACE
- UTL - DENOTES UTILITIES ROOM (C.P)

ALL AREAS ARE APPROXIMATE AND PROVIDED ONLY FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.  
 THE STRATUM OF THE BALCONIES, PLANTERS AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE (EXCEPT WHERE COVERED)

Reduction Ratio 1: 200

lengths are in metres

"SEE SIGNATURES FORM"

Registered Surveyor

"SEE SIGNATURES FORM"

SURVEYOR'S REFERENCE: 26424/30071SP3

Authorised Person/General Manager/Accredited Certifier

STRATA PLAN FORM 3

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1 sheet(s)

PLAN OF SUBDIVISION OF LOT 16 SP74807

SP80459

Registered:  16.4.2008

Strata Certificate

Surveyor's Certificate

\* Name of ~~Council~~ Accredited Certifier GORDON WREN  
 being satisfied that the requirements of the \* Strata Schemes (Freehold Development) Act 1973 ~~or the Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

I, JACEK IDZKOWSKI

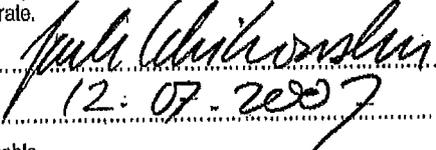
OF LOCKLEY LAND TITLE SOLUTIONS PO BOX 400 GLADESVILLE 1675 a surveyor registered under the Surveying Act, 2002, hereby certify that:

\* ~~strata plan~~ strata plan of subdivision illustrated in the annexure to this certificate.

- (1) each applicable requirement of
  - \* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
  - ~~\* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~
 has been met;
- (2) \* (a) the building encroaches on a public place;
  - \* (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:
    - \* has been created by registered + .....
    - ~~\* is to be created under section 88B of the Conveyancing Act 1919.~~
- (3) \* the survey information recorded in the accompanying locallon plan is accurate.

~~\* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.~~

\* The ~~strata plan~~ strata plan of subdivision is part of a development scheme. The \* ~~council~~ accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

Signature: 

Date: 12.07.2007

\* Delete if inapplicable  
 + State whether dealing or plan, and quote registered number.

~~\* The Council does not object to the encroachment of the building beyond the alignment of~~

\* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

\* This approval is given on the condition that the use of lot (s).....  
 .....(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in \* section 39 of the Strata Schemes (Freehold Development) Act 1973 or \* section 68 of ~~the Strata Schemes (Leasehold Development) Act 1986.~~

SIGNATURES AND SEALS ONLY

Execution by Taswater Developments Corporation Pty Ltd ACN 102363299 by Donovan Oates Hannaford Mortgage Corporation Limited (Receivers + Managers Appointed) ACN 086879307 as Mortgagee in Possession of Lot 16 in SP 74807 being Identifier 16/SP74807 pursuant to Mortgage No AA349630 dated 10 January 2005 and Orders made by the Supreme Court of NSW in its Common Law Division pursuant to matter number 10694 of 2007 that took effect on 26 September 2007.

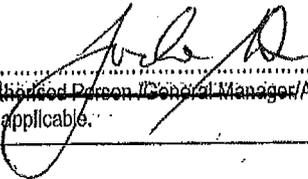
Date..... 6 MARCH 2008

Subdivision No..... SC 670

Accreditation No..... BPB0447

Relevant Development Consent No..... 1487/2005

Issued by..... BAVLKHAM HILLS COUNCIL

  
 Authorised Person / General Manager / Accredited Certifier

\* Complete or delete if applicable:

  
 Receiver & Manager



Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE: 26424-30071 SP3

\* OFFICE USE ONLY



361919  
 No. 361919  
 AUG 24 2 35 1955  
 New South Wales



Fees —  
 Lodgment  
 Endorsement  
 Certificate

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)

(Trusts must not be disclosed in the transfer.)

I, DORIS EMILY HORWOOD of Baulkham Hills, Spinster

(herein called transferor)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of SIX HUNDRED AND FIFTY POUNDS

(£ 650 ) (the receipt whereof is hereby acknowledged) paid to me by JOHN GORDON/THEWAITE of 42 Zillah Street, Guildford, Plumber

(herein called transferee)

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	FIELD OF MARS	PART	2544	18	BEING LOT 6 D.P. 2489 SECTION 2

And the transferee covenants with the transferor as per annexure hereto marked "A"

ENCUMBRANCES, &c., REFERRED TO\*

Signed at 300 day of May 1955  
 Signed in my presence by the transferor }  
 WHO IS PERSONALLY KNOWN TO ME } Doris Emily Horwood  
 Transferor.

Signed \_\_\_\_\_  
 Signed in my presence by the transferee }  
 WHO IS PERSONALLY KNOWN TO ME } John Gordon/Thewaite  
 Transferee(s).

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

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.  
 † N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party failing under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.  
 No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration

THIS SPACE TO BE LEFT FREE FROM WRITING

NOT TO BE ALTERED BY ERASURE—See Foot Note.

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgages.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.<sup>2</sup>

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

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.<sup>1</sup>

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ nine hundred and \_\_\_\_\_ the attesting witness to this instrument and declared that he personally knew \_\_\_\_\_ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that \_\_\_\_\_ he was of sound mind and freely and voluntarily signed the same.

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

INDEXED <i>UP</i>	MEMORANDUM OF TRANSFER <i>MPD</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
Checked by <i>[Signature]</i>	Particulars entered in Register Book, Volume <i>2544</i> Folio <i>18</i>	1 _____ Received Docs. 2 _____ Nos. 3 _____ 4 _____ 5 _____ Receiving Clerk. 6 _____ 7 _____
Passed (in S.D.B.) by <i>[Signature]</i>	the <i>9<sup>th</sup></i> day of <i>November</i> 19 <i>88</i> at _____ minutes past <i>12</i> o'clock in the _____ noon.	
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar-General NEW SOUTH WALES	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ...	<i>[Signature]</i>	<i>8-27</i>
Draft examined	<i>[Signature]</i>	<i>8-27</i>
Diagram prepared	<i>[Signature]</i>	<i>3-11-88</i>
Diagram examined	<i>[Signature]</i>	<i>2/8</i>
Draft forwarded	<i>[Signature]</i>	<i>2/8</i>
Supt. of Engravers	<i>[Signature]</i>	<i>2/8</i>
Cancellation Clerk	<i>[Signature]</i>	<i>2/8</i>
Vol. _____	Pol. _____	

R 1185 81 437-77

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the transfer, (d) £2 for each new Certificate of Title issued, (e) 10/- where the Transfer contains covenant purporting to affect the user of any land, (f) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (g) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (h) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (i) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

G 361919

"A"

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN  
MEMORANDUM OF TRANSFER BETWEEN DORIS EMILY HORWOOD  
and GORDON THWAITE DATED *the 20th* DAY OF *May*  
1955.

And the Transferee doth hereby for himself his heirs, executors, administrators and assigns or other the registered proprietors for the time being of the land hereby transferred COVENANT with the Transferor her executors administrators and assigns other than transferees on sale that no fence shall be erected on the said land to divide it from the transferor's adjoining land without the consent of the transferor but such consent shall not be withheld if the fence shall be erected without expense to the transferor and in favour of any person dealing with the transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

*[Handwritten mark]*

And the Transferee doth hereby for himself his heirs, executors, administrators and assigns or other the registered proprietors for the time being of the land hereby transferred FURTHER COVENANT with the Transferor her executors, administrators and assigns that no wall or any main building to be erected on the said land shall be of any material other than brick.

The land to which the benefit of this covenant is appurtenant is the residue of the land comprised in the said Certificate of Title.

The land which is subject to the burden of this covenant is the land hereby transferred.

The aforesaid covenant may be released varied or modified by the registered proprietor for the time being of the land to which the said covenant is appurtenant.

*Doris Emily Horwood*  
*[Signature]*

*Gordon Thwaite*  
*[Signature]*  
*Solicitor, Parramatta.*

*[Stamp]*



# DP1077594

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

**Plan:** (Sheet 1 of 3 sheets)  
 SC.10074, 15.10.2004  
 Plan of Subdivision of Lots 8, 56 and 57 Section 2 DP2489, Lot 102 DP778706, Lot 101 DP786885 and Lot 100 DP1047233

**Full name and address of the owner of the Land**  
 Tassiter Development Pty Limited  
 35 Old Northern Road  
 Baulkham Hills NSW 2153

### 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	Restriction on Use	1	Baulkham Hills Shire Council
2	Positive Covenant	1	Baulkham Hills Shire Council

### Part 2 (Terms)

1. Terms on Restriction on Use numbered one in the plan.

The registered proprietor shall not make or permit or suffer the making of any alterations to the on site stormwater detention system which is constructed on the lot(s) burdened without the prior consent in writing of Baulkham Hills Shire Council. The expression "on site stormwater detention system" shall include all ancillary gutters pipes drains walls kerbs pits grates tanks chambers basins and surfaces designed to temporarily detain stormwater. Any on site stormwater detention system constructed on the lot(s) burdened is hereafter referred to as "the system".

NAME OF AUTHORITY having the power to release vary or modify the Restriction on Use numbered 1 is Baulkham Hills Shire Council.

BAULKHAM HILLS SHIRE COUNCIL.....  
 AUTHORIZED OFFICER

*[Handwritten signature]*

*[Handwritten signature]*

(Sheet 2 of 3 sheets)  
SC. 10074, 15.10.2004

F

**DP1077594**

Plan of Subdivision of Lots 8, 56  
and 57 Section 2 DP2489, Lot 102  
DP778706, Lot 101 DP786885 and  
Lot 100 DP1047233

**Part 2 (Terms)(Cont'd)**

**2. Terms of Positive Covenant numbered two in the plan**

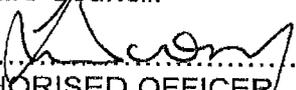
1. The registered proprietor of the lot(s) hereby burdened will in respect of the system:

- (a) keep the system clean and free from silt rubbish and debris.
- (b) maintain and repair at the sole expense of the registered proprietors the whole of the 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 without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant
- (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.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

- (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council 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 in part 1(d) above.
- (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
  - (a) any expense reasonably incurred by it in exercising its power under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above supervising and administering the said work together with costs reasonably estimated by the Council for the use of materials machinery tool and equipment in conjunction with the said work.
  - (b) Legal costs on any 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.

NAME OF AUTHORITY having the power to release vary or modify the Positive Covenant numbered 2 is Baulkham Hills Shire Council.

BAULKHAM HILLS SHIRE COUNCIL.....

AUTHORISED OFFICER

(Sheet 3 of 3 sheets)

SC. 10074, 15.10.2004

Plan of Subdivision of Lots 8, 56  
and 57 Section 2 DP2489, Lot 102  
DP778706, Lot 101 DP786885 and  
Lot 100 DP1047233

**DP1077594**

The Common Seal of  
TASSITER DEVELOPMENT CORPORATION PTY LIMITED  
was hereunto affixed by resolution  
of the Directors in the presence of:



*[Signature]*  
.....  
DIRECTOR

*[Signature]*  
.....  
SECRETARY

*[Signature]*  
.....  
WITNESS

HARRY COSTA S



*[Signature]*  
P.F. Hannaford  
Director / Secretary

*[Signature]*  
D.G. Reid  
Director

BAULKHAM HILLS SHIRE COUNCIL.....  
AUTHORISED OFFICER *[Signature]*

REGISTERED  30-12-2004



G 836381 NOV 12 11 02 98  
 R.P. No. \_\_\_\_\_  
 New South Wales

Lodgment 2  
 Endorsement 1  
 Certificate 2  
 but 40  
 4.10  
 12.11.57

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)

I, DORIS EMILY HORWOOD of Baulkham Hills,  
 Spinster  
 (herein called transferor )

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described,  
 subject, however, to such encumbrances, liens and interests as are notified hereunder, in  
 consideration of EIGHT HUNDRED AND FIFTY FIVE POUNDS

(£855.0.0) (the receipt whereof is hereby acknowledged) paid to me by  
ROY WILLIAM ANSELL of 14 Station Road, Auburn, Carrier  
 (herein called transferee )

do hereby transfer to the said transferee  
 ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vpl.	Fol.	
CUMBERLAND	FIELD OF MARS.	PART	2544	18	Being Lot 8 in Reposited Plan No. 2489

COVENANTS AS PER ANNEXURE MARKED "A" ATTACHED HERETO.  
 And the transferee covenants with the transferor

ENCUMBRANCES, &c., REFERRED TO:  
 - Nil. -

Signed at Auburn the 21<sup>st</sup> day of October 1957  
 Signed in my presence by the transferor }  
 WHO IS PERSONALLY KNOWN TO ME } Doris E. Horwood  
Solicitor } Transferor.\*  
Tarakanatta.

Signed \_\_\_\_\_  
 Signed in my presence by the transferee }  
 WHO IS PERSONALLY KNOWN TO ME } Roy William Ansell  
Solicitor } Transferee(s).  
Auburn

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

THIS SPACE IS TO BE LEFT FREE FROM WRITINGS  
 NOT TO BE ALTERED BY ERASURE—See Form 20B

(Cross must not be disclosed in the transfer.)

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

If a less estate, strike out "in fee simple" and interline the required alteration.

Full postal address of transferee must be shown.

If to two or more, state whether "as joint tenants" or "as tenants in common."

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signature witnessed.

If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot \_\_\_\_\_ sec. D.P. \_\_\_\_\_ or "being the land shown in the plan annexed hereto," or "being the portion of the land in certificate \_\_\_\_\_ registered Volume \_\_\_\_\_ Where the consent of the local council is required to a submission for the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary, or suitably adjust

(i) If any covenants are to be created or any exceptions to be made,  
 (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 85 of the Conveyancing Act, 1919-1924.

A very short note will suffice.

Provision in New South Wales may be provided if this instrument is signed or authenticated before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is taken, otherwise the attesting witness should appear before one of the above persons who having signed the witness should sign a certificate on the back of this form. As to instruments executed by a person, see back of form.

If the Transferor or Transferee is a body, the attesting witness should be presented to him, and the instrument fully to be signed.

If the Transferor or Transferee is a body, the attesting witness should be presented to him, and the instrument fully to be signed.

\* If made by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the material part of the reservation on back of form signed by the attorney before a witness.

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

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

No. **G 836381**

LODGED BY **GOULE & SHAW,  
SOLICITORS,  
ADELPHI.**

**CONSENT OF MORTGAGEE,<sup>1</sup>**  
*(N.B.—Before execution read marginal note.)*

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

<sup>1</sup> This consent is private to a part of the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole or the residue of the land in the Certificate of Title or Crown Grant or in the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
 Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee,

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.<sup>2</sup>

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

<sup>2</sup> Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

**CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.<sup>1</sup>**

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_, the attesting witness to this instrument and declared that he personally knew \_\_\_\_\_ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that \_\_\_\_\_ he was of sound mind and freely and voluntarily signed the same.

<sup>1</sup> To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.	INDEXED	MEMORANDUM OF TRANSFER
		<i>(Duty to covenant)</i>
	Checked by <i>AB</i>	Particulars entered in Register Book, Volume <i>2544</i> Folio <i>18</i>
	Passed (in S.D.B.) by <i>AB</i>	the <i>30th</i> day of <i>December</i> 19 <i>97</i>
	Signed by <i>J. H. Ellis</i> Registrar-General	

DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.	
1	4
2	5
3	6
	Received D Nos.
	Receiving C

**PROGRESS RECORD.**

	Initial.	Date.
Sent to Survey Branch		
Received from Records		
Draft written ...	<i>AB</i>	<i>23/12</i>
Draft examined ...	<i>AB</i>	<i>23/12</i>
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs.	<i>Jm</i>	<i>24/12</i>
Cancellation Clerk		
Vol. <i>7420</i>		Vol. <i>61</i>

**EXECUTION OUTSIDE NEW SOUTH WALES.**  
 Execution may be proved where the parties are resident—  
 (a) in any part of the British dominions outside the State of New South Wales by signing and acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
 (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.  
 (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Availing Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:— Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £2-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:— (a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the use of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.  
 Tenants in common must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

"A"

G 836381

This is the Annexure marked "A" referred to in the attached Memorandum of Transfer between DORIS EMILY HORWOOD as Transferor of Baulkham Hills Spinster and ROY WILLIAM ANSELL of 14 Station Road, Auburn Furnaceman & Carrier as Transferee dated *21st October* 1957. The Transferee covenants with the Transferor her Executors Administrators and assigns for himself his Executors and assigns for the benefit of any adjoining land owned by the transferor but only during the ownership thereof by the transferor her executors administrators and assigns other than purchasers on sale that no fence shall be erected on the property hereby sold to divide if from such adjoining land without the consent of the transferor her executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the transferor her executors administrators and assigns and in favour or any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected AND for the purpose of Section 88 of the Conveyancing Act 1919-1932

IT IS HEREBY FURTHER AGREED AND DECLARED THAT:-

- (a) The land to which the benefit of the covenant is appurtenant is Lots 7 and 9 on Deposited Plan 2489.
- (b) The land which is subject to the burden of the covenant is Lot 8 in Deposited Plan No. 2489.
- (c) The persons by whom or with whose consent the covenant may be released varied or modified is the registered proprietor for the time being of the land to which the benefit of the covenant is appurtenant.

SIGNED in my presence by the said DORIS EMILY HORWOOD who is personally known to me:

*Doris E. Horwood*  
.....

*John M. ...  
Solicitor  
Parramatta*

SIGNED in my presence by the said ROY WILLIAM ANSELL who is personally known to me:

*Roy William Ansell*  
.....

*John M. ...  
Solicitor  
Auburn*

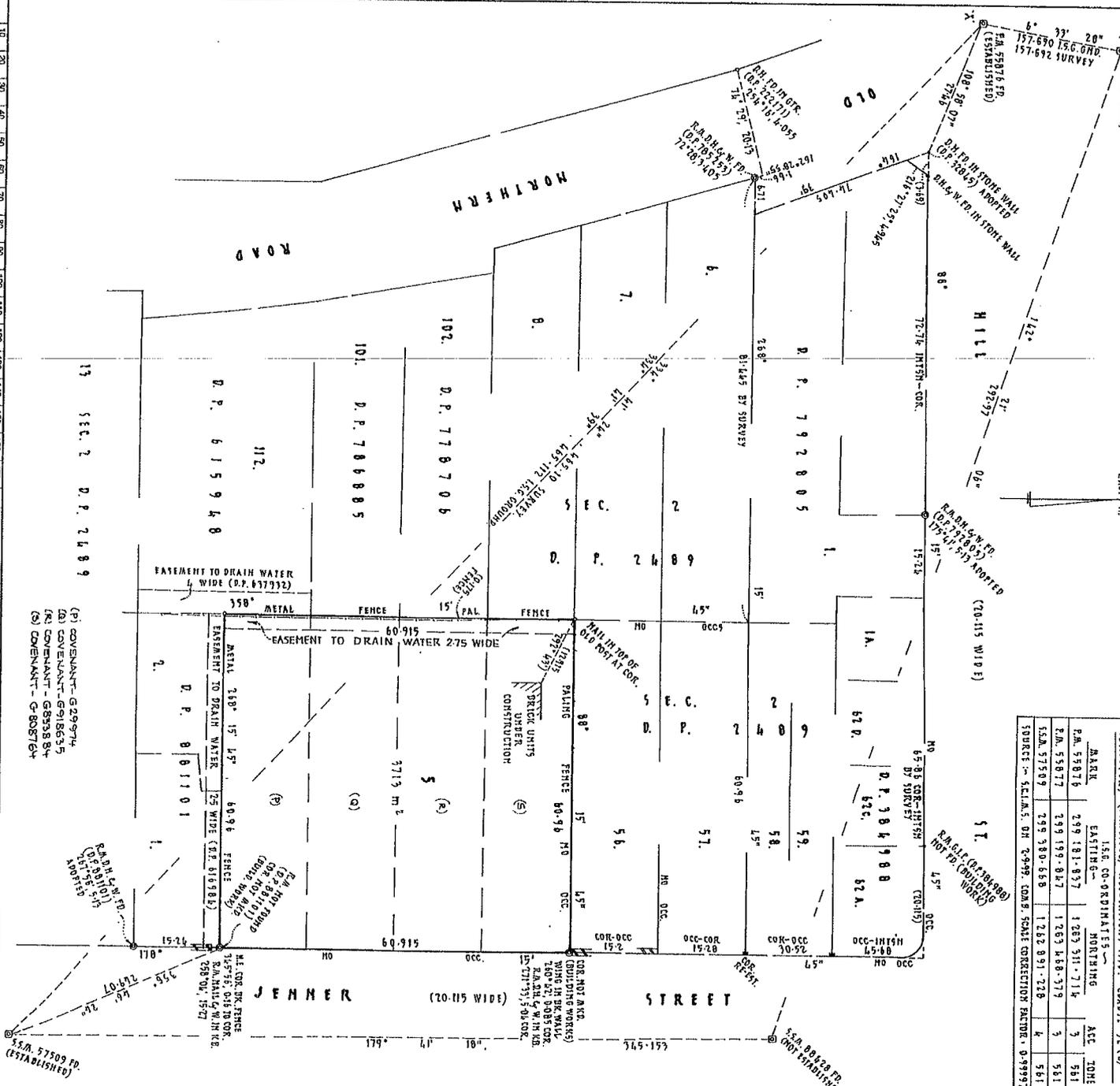
B



PLAN FORM 2  
 STRUCTURES AND SEALS ONLY

Plan Drawing only to appear in this space

Excluded for and on behalf of Sunshine Estates Pty (ACN 085 127 091) by its sole director  
 GEORGE BAKOPOULOS  
 PAUL AFRID (WITNESS)  
 LEGAL MANAGER  
 JAMES ARKOURIS  
 HEIDI ZREBIĆ  
 SHARON SUDNEY  
 LEGAL ASSISTANT  
 Crown Lands Officer Approval  
 Approved Officer  
 Land District  
 Power No.  
 Field Book  
 Subdivision Certificate  
 I certify that the provisions of s. 126A of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed:  
 (insert subdivision or new plan)  
 at our offices  
 (insert address or new plan)  
 I certify that the provisions of s. 126A of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed:  
 (insert subdivision or new plan)  
 at our offices  
 (insert address or new plan)  
 When this plan is to be lodged electronically in the Land Title Office, it should include a signature in an electronic or digital format approved by the Registrar-General.  
 Types which are inadmissible



SURVEYS (PRACTICE) REGULATIONS 1976, CLAUSE 32 (2)			
MARK	1:50 CO-ORDINATES - EASTING	NORTHING	ACC. TOH
P.M. 57876	299 181.837	1 283 311.714	3 581
P.M. 57877	299 199.827	1 283 188.379	3 581
S.M. 57509	299 380.658	1 282 891.228	4 581
SOURCE - S.E.L.M.S. ON 24999, CONS. SOLID. CORRECTION NUMBER - 0999997			

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ONLY

DP1009842

Registered: 104 1.3.2000.  
 C.A.  
 Title System: TORRENS  
 Purpose: CONSOLIDATION  
 Plan No: U9160-94#  
 Land Plan: DP2489

PLAN: OF CONSOLIDATION OF  
 1015 52-55 INCL. SECTION 2  
 D.P. 2489

Lengths are in metres. Reduction Ratio: 1:500  
 LGA: SAULKHAM HILLS  
 Locality: DAUKHAM MILLS  
 Parish: FIELD OF MARKS  
 County: CUMBERLAND

Surveyors (Practising) Regulation 1996  
 4. PRICER, JOHN R. FRITCH  
 5. PRICER, JOHN R. FRITCH  
 A surveyor registered under the Surveyors Act 1990, hereby certifies that the survey was conducted in accordance with the Surveyors Act 1990 and the Surveyors Regulation 1996.  
 The survey was on: 1015 52-55 INCL. SECTION 2  
 The survey was done by: JOHN R. FRITCH, JOHN R. FRITCH  
 I hereby certify that the above is a true and correct copy of the survey and that I am a duly qualified and licensed surveyor.  
 Date: 10/11/2000  
 Signature: *John R. Fritch*  
 Surveyor registered under the Surveyors Act 1990

Plans used in preparation of survey/consolidation:  
 D.P. 2489 616984 881101  
 716645 718106  
 722171 785129  
 506988 788885  
 815128 782805

PANEL FOR USE ONLY for statements of intention to create, amend, or delete a plan or to vary the boundaries of a plan.  
 PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:  
 1. EASEMENT TO DRAIN WATER 275 WIDE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Instrument setting out Terms of Easements/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.

(Sheet 1 of <sup>2</sup> sheet)

# DP1009842

Plan of Consolidation of lots 52-55 include. Section 2 D.P. 2489 by Council Clerks Certificate No. of

Full name and address of Proprietor of the land:

Sunshine Estates Pty. Limited  
(A.C.N. 085 127 091)  
72 Fenwick Street,  
Bankstown NSW 2200

### Part 1

1. Identity of Restriction firstly referred to in abovementioned plan.

<sup>2.75</sup>  
Easement to Drain Water ~~1 and 0.64~~ Wide

### Schedule of Lots etc. affected

#### Lots burdened

Lot 5

#### Lots benefited

<sup>Sec 2</sup>  
Lots 7 and 8 in D. P. 2489  
^

### Part 2

1. Terms of Easement firstly referred to in abovementioned plan:

Easement to drain water within the meaning of Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended.

**EXECUTED FOR AND ON BEHALF OF** )  
**SUNSHINE ESTATES PTY LIMITED** )  
**(A.C.N. 085 127 091)** by its sole director )  
in the presence of:

*Paola Alfred*  
.....  
Witness  
**PAOLA ALFRED**  
.....  
Name

*George Bakopoulos*  
.....  
Director  
**GEORGE BAKOPOULOS**  
.....  
Name

Approved by the Baulkham Hills Shire Council.

.....  
Authorised Council Officer

DP/1009842

(SH. 2/2)

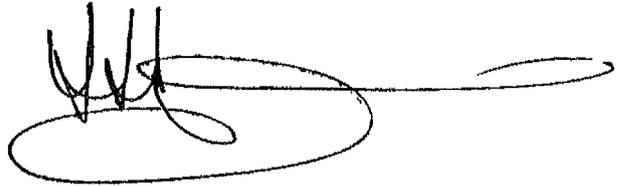
SIGNED in my presence for GIO FINANCE LIMITED (ACN 002 812 704) by its Attorney

JAMES ARLOUDIS

who is personally known to me and who holds the position of

LEGAL MANAGER

GIO FINANCE LIMITED (ACN 002 812 704)  
pursuant to the Power of Attorney dated  
9 May 1997  
Registered Book 4166 No. 292



Heidi

Signature of Witness

HEIDI ZREBIEC

Name of Witness

SUDNEY

Address of Witness

LEGAL ASSISTANT

Occupation of Witness

REGISTERED  1.3.2000.

**Lodger Details**

Lodger Code 503968  
Name BUILDING BYLAWS  
Address PO BOX 8274  
BAULKHAM HILLS 2153  
Lodger Box 1W  
Email SERVICES@BYLAWSASSIST.COM.AU  
Reference BLA/3873

Land Registry Document Identification

**AR165398**

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/SP74807	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP74807

~~Other legal entity~~

**Meeting Date**

17/05/2021

**Added by-law No.**

**Details** N/A

**Amended by-law No.**

**Details** Special By-law No.2

**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

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. SP74807

**Signer Name** SIMONE KASAD

**Signer Organisation** SIMONE KASAD

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 21/06/2021

Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

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

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

(A) TORRENS TITLE For the common property  
CP/SP74807

(B) LODGED BY

Document Collection Box  <b>1W</b>	Name Company Bylaws Assist Address PO Box: 8274, Baulkham Hills, NSW, 2153 E-mail services@bylawsassist.com.au Contact Number +61 411 777 557 Customer Account Number 135632E Reference BLA/3873	CODE  <b>CH</b>
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(C) The Owner-Strata Plan No. 74807 certify that a special resolution was passed on 17/5/2021  
(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. \_\_\_\_\_  
Added by-law No. \_\_\_\_\_  
Amended by-law No. Special By-law No.2  
as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 74807 which includes new Amended Special By-law No.2 starting from Page 25 of 30 respectively.

(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 1

(G) The seal of The Owners-Strata Plan No. 74807 was affixed on 17/06/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : *[Handwritten Signature]*  
Name : TRUDIE KIGHT  
Authority : STRATA MANAGING AGENT  
Signature :  
Name :  
Authority :



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 74807

SP 74807 – 25-33 OLD NORTHERN ROAD, BAULKHAM HILLS NSW 2153

BUILDINGS A, B & C

BY-LAW 1 – MEANINGS

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

**Air Conditioning Equipment** including air conditioning plant and equipment and air handling units and includes the cables associated with the Air Conditioning Equipment.

**Apartment Services** means the provision by the caretaker to those owners and occupiers who elect to use them, services associated with the occupation of the apartment.

**Approved Building Works** means works to a lot or common property which have been approved by the owners corporation.

**Authority** means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

**Barbeque Area** means that part of the common property in Building C, Level 5 (under construction) comprising the barbeque and its immediate surrounds.

**Building** means the building constructed within the parcel.

**Building A** means that part of the building in which residential lots 1 to 14 (inclusive) are located.

**Building A Garbage Room** means that part of the common property on level 1 of Building A designated for the storage of garbage.

**Building B** means that part of the building under construction in which residential lots 17 to 24 (inclusive) and commercial lots 25 to 34 (inclusive) are located.

**Building B Commercial Garbage Room** means that part of the common property on level 3 of Building B to be shown on the strata plan designated for the storage of garbage (and includes the door to the Building B commercial garbage room).

**Building B Residential Garbage Room** means that part of the common property on level 2 of Building B to be shown on the strata plan designated for the storage of garbage (and includes the door to the Building B residential garbage room).

**Building C** means that part of the building under construction in which residential lots 35 to 60 (inclusive) are located.

**Building C Garbage Room** means that part of the common property on level 2 of Building C to be shown on the strata plan designated for the storage of garbage (and includes the door to the Building C garbage room).

**By-Laws** means the by-laws in place from time to time for the strata scheme.

**Cable** means cables, conduits, pipes, wires and ducts.

**Caretaker** means the person appointed by the owners corporation to enter into the Caretaker Agreement.

**Caretaker Agreement** means the agreement between the owners corporation and the caretaker contemplated by By-Law 21.

**Commercial Code** means code comprising schedule 1 to these by-laws.

**Commercial Lot Occupier** means the occupier, lessee or licensee of a commercial lot.

**Commercial Lot Owner** means the registered proprietor or the mortgagee in possession of a commercial lot.

**Commercial Lots** means lots 25 to 34 in Building B under construction (inclusive).

**Common Property** means so much of the parcel as from time to time is not comprised in any lot.

**Development Act** means the *Strata Schemes (Freehold Development) Act 1973*.

**Development Consent** means a consent issued under the *Environmental Planning and Assessment Act 1979* applicable to the lots and includes all amendments and variations to that consent.

**Directory Board** means the directory board in the reception area.

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**Equipment** includes plant, machinery, equipment and security devices.

**Executive Committee** means the executive committee appointed by the owners corporation.

**Garbage** means any refuse, recyclable material or waste.

**Governmental Agency** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

**Gymnasium** is that part of the common property in Building B Level 1 under construction on which the gymnasium is located.

**Law** includes any requirement of any statute, rule, regulations, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

**Lot** means a lot in the strata plan (the expression includes residential lots and commercial lots) and otherwise has the meaning given to it by the Development Act.

**Management Act** means the *Strata Schemes Management Act 1996*.

**Managing Agent** means the person appointed by the owners corporation as its strata managing agent under S27 of the Management Act and if no person is for the time being so appointed, the secretary of the owners corporation.

**Occupier** means the occupier, lessee or licensee of a lot.

**Original Owner** means the registered proprietor of all the lots at the time of registration of the strata plan.

**Owners Corporation** means the owners corporation constituted on registration of the strata plan.

**Parcel** means the land comprising the lots and common property the subject of the strata scheme.

**Pool Area** means that part of the common property in Building C Level 5 under construction comprising the pool and its immediate surrounds.

**Real Estate Services** means the provision by the caretaker to those owners who elect to use them, services associated with the letting, managing and sale of lots.

**Residential Lot Occupier** means the occupier, lessee or licensee of a residential lot.

**Residential Lot Owner** means the registered proprietor or the mortgagee in possession of a residential lot.

**Residential Lots** means lots 1 to 14 in Building A (inclusive) and lots 17 to 24 in Building B (inclusive) and lots 35 to 60 in Building C (inclusive).

**Restricted Matter** means a matter or class of matter determined by the owners corporation by way of an ordinary resolution to be a matter or class of matter to be determined by the owners corporation in general meeting.

**Rules** means the rules made by the owners corporation in accordance with By-Law 16.1 (as they may be amended or changed).

**Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

**Services** means the services provided by the caretaker to the owners corporation under the Caretaker Agreement including without limitation, building services, building maintenance services, cleaning services, garbage removal and waste services and landscaping services.

**Sign** includes any sign, light advertisement, name, notice, placard and any other similar item, and includes any sign advertising a lot for sale or to let.

**Strata Plan** means strata plan number 74807.

**Strata Scheme** means the strata scheme constituted on registration of the strata plan.

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

1.3 Any reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

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

## **BY-LAW 2 – CONSENT OF OWNERS CORPORATION**

2.1 Where a by-law requires the consent of the owners corporation, unless stated otherwise in that by-law, the consent may be given by either:

- (a) the owners corporation in general meeting; or
- (b) the executive committee at a duly convened meeting of the executive committee unless it is a Restricted Matter.

2.2 Consent given by the owners corporation or the executive committee under a by-law:

- (a) if practicable, may be revoked by the owners corporation; and
- (b) may be granted or withheld in the absolute discretion of the owners corporation or be given conditionally.

2.3 Owners and occupiers must comply with any condition in a consent.

2.4 Where a by-law requires an act or activity to be reported to the owners corporation, unless stated otherwise in the by-law:

- (a) if the owners corporation has appointed a caretaker, that act or activity must be reported to the caretaker; and

- (b) if the owners corporation has not appointed a caretaker, that act or activity must be reported to the managing agent, or if a managing agent has not been appointed, to a member of the executive committee.

### **BY-LAW 3 – BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY**

- 3.1 Owners and occupiers must be adequately clothed when on common property.
- 3.2 Owners and occupiers must do all that is necessary not to break any law when on common property.
- 3.3 Owners and occupiers must not:
  - (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their lot or common property;
  - (b) use language or behave in a manner likely to cause offence or embarrassment to the occupier of another lot or to any person lawfully using common property;
  - (c) obstruct the lawful use of common property by any person;
  - (d) smoke while on common property by any person;
  - (e) smoke while on common property or allow smoke to emit from their lot;
  - (f) do anything which is illegal while on common property; or
  - (g) bring or permit to enter, any heavy article which might cause structural damage to the building.
- 3.4 Owners and occupiers must ensure their children and the children of their visitors:
  - (a) are accompanied by a responsible adult if they are playing within the bounds of common property; and
  - (b) unless accompanied by a responsible adult, do not enter areas of common property that are likely to be dangerous to children.
- 3.5 Owners and occupiers must ensure their invitees:
  - (a) are not left to remain on the common property unsupervised except to the extent reasonable necessary for their arrival and departure;
  - (b) do not do anything that they cannot do under the by-laws; and
  - (c) are removed from the building upon refusing to comply with the by-laws.

### **BY-LAW 4 – COMMON PROPERTY**

- 4.1 Owners and occupiers must:
  - (a) inform the owners corporation of any noticeable defect they notice in the common property or personal property vested in the owners corporation; and
  - (b) have consent from the owners corporation under the by-laws if alterations carried out on their lot affect common property.
- 4.2 Owners and occupiers must not:
  - (a) do anything to damage or deface common property;
  - (b) ~~interfere with any personal property vested in the owners corporation;~~
  - (c) interfere with the operation of any equipment installed in the common property;
  - (d) damage any lawn, plant, tree or garden situated on or within common property;
  - (e) purposely damage or use part of a lawn or garden, a plant or tree for their purpose;
  - (f) place or hang laundry on any part of the common property;
  - (g) park or stand any motor vehicle, boat or other vehicle on any part of the common property; or
  - (h) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 4.3 Notwithstanding s62 of the Management Act, owners and occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the owners corporation, any installation that services their lot to which the consent of the owners corporation has been given under the by-laws.

**BY-LAW 5 – PREVENTION OF DAMAGE TO COMMON PROPERTY**

**5.1 Owners and occupiers must not:**

- (a) interfere with the operation of any equipment installed in the common property;
- (b) modify any existing equipment (whether or not such equipment is contained wholly within their lot); or
- (c) interfere with common property or remove any article from the common property placed there by direction or authority of the owners corporation, without the prior written consent of the owners corporation.

**BY-LAW 6 – OCCUPATION AND USE OF LOTS is AMENDED (AG330693U) to read as follows:**

**6.1 General**

- (a) Owners and occupiers must:
  - (i) keep their lot clean, tidy and in good repair; and
  - (ii) comply with all laws affecting their lot.
- (b) Owners and occupiers must not:
  - (i) store or use any chemical, liquid, gas or flammable material on their lot unless it is to be used in the lawful, permitted use of their lot; and
  - (ii) use or occupy or allow their lot to be occupied:
    - A. for any unlawful purpose; or
    - B. for any purpose that may affect, lessen or damage the reputation of the building.
  - (iii) break any law whilst on their lot;
  - (iv) keep anything which is visible from outside their lot which is inconsistent with the visual aesthetics of the building;
  - (v) operate or allow to operate any device or electronic equipment on their lot which interferes with any domestic appliance lawfully in use in the building or another lot;
  - (vi) place, attach or hang from any part of their lot or the common property any aerial or any security device or wires; or
  - (vii) install or operate any intruder alarm in their lot which emits an audible signal.

**6.2 Floor Coverings**

Owners and occupiers must ensure the floor space within their lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another lot (kitchens, bathrooms and laundries excluded).

**6.3 Window Coverings**

- (a) Owners and occupiers must ensure the window treatment of their lot (such as curtains, blinds, shutters and louvers) is either of a neutral or off white colour or a colour approved by the owners corporation. Any window treatment such as shutters must be painted, and must be painted in a neutral or off white colour. Wood colour or natural wood is not permitted.
- (b) Owners and occupiers must not:
  - (i) tint the windows or glass doors of their lot with mirror reflective tint;
  - (ii) tint the windows or glass door of their lot with any other type of tint without the prior written consent of the owners corporation; or
  - (iii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their lot (such as louvers, shutters, awnings, sun shades or sun blinds) without the prior written consent of the owners corporation.

**6.4 Cleaning Windows**

- (a) Owners and occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their lot, including so much as is common property, unless:
  - (i) the owners corporation resolves that it will keep the glass or specified part of the glass clean; or
  - (ii) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.
- (b) The owners corporation may decide:
  - (i) to keep that part of the common property which is the glass surface of any window or door or the boundary of any lot or lots; or

- (ii) not to keep that part of the common property which is the glass surface of any window or door on the boundary of any lot or lots.

#### 6.5 Balconies

- (a) Owners and occupiers must:
  - (i) keep the balconies of their lot clean, tidy and in good repair; and
  - (ii) ensure those parts of the balcony rails and door and window frames which are common property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
- (b) Owners and occupiers must not:
  - (i) place any item on the balcony of their lot;
    - A. which is fixed, except as provided in By-Law 6.5(c)(i);
    - B. which is inconsistent with the use as a balcony; or
    - C. which is inconsistent with the aesthetics and appearance of the building.
- (c) Owners and occupiers may:
  - (i) fix a hanging device for drying of laundry to the balcony of their lot, only if prior written consent of the owners corporation has been obtained, and only in accordance with By-Law 7.
  - (ii) hang laundry, towels, rugs, bedding, clothing or other articles of a similar type on a freestanding or fixed drying device, provided that the articles will be:
    - A. not visible from street level outside the parcel;
    - B. there only for a reasonable period of time.

#### 6.6 Barbeques

Owners and occupiers must not:

- (a) place or operate a barbeque on the balcony of their lot unless:
  - (i) it is portable gas barbeque with a cover; or
  - (ii) it is a barbeque approved by, or a type approved by the owners corporation;
- (b) permit any smoke or odour to emit from a barbeque on their lot which causes or is likely to cause a nuisance to the owners and occupiers of other lots.

#### 6.7 Car Space

- (a) Owners and occupiers must keep the car space of their lot clean and free from grease.
- (b) Owners and occupiers must not use their car space for storage purposes.
- (c) Owners and occupiers may only use their car space for parking motor vehicles (and no other vehicles such as boats).

#### 6.8 Commercial Operations

- (a) The owners corporation must be notified by a residential lot owner or residential occupier:
  - (i) who is carrying out or intends to carry out; or
  - (ii) who permits or intends to permit any person to carry out, commercial operations from their lot.
- (b) On request by the owners corporation, each residential lot owner and residential lot occupier must give the owners corporation a copy of the consents they hold in connection with any commercial activities being operated on their lot.

### **BY-LAW 7 – ALTERATIONS OR WORK TO LOTS**

- 7.1 The consent of the owners corporation must be obtained if an owner or occupier wishes to:
  - (a) make alterations to, additions to, remove, repair or replace:
    - (i) any part of the common property near or within their lot (such as common property walls, common property windows and doors, common property floor and ceilings);
    - (ii) the structure of their lot;
    - (iii) the internal walls inside their lot (such as dividing walls, even though they may not be common property);
    - (iv) the balcony attached to their lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));
  - (b) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of their lot;
  - (c) install, place or leave anything on the car space of their lot which is not a motor vehicle; or
  - (d) enclose the car space of their lot.

- 7.2 Owners and occupiers of lots must not commence to carry out any Approved Building Works to their lot, or any other lot or the common property:
- (a) unless the owners corporation has approved the plans and specifications for the works;
  - (b) they have procured all relevant consents from the relevant Authorities;
  - (c) if applicable, they have in place all relevant insurances and have given a copy of the policy and the certificate of currency to the owners corporation; and
  - (d) if applicable, they have provided to the owners corporation all reports and other information requested by the owners corporation in connection with the works.
- 7.3 When carrying out Approved Building Works in connection with a lot the owner and occupier of the lot must:
- (a) comply with the reasonable requirements of the owners corporation and the consent from the owners corporation;
  - (b) comply with the requirement of all relevant authorities and the consents from the relevant Authorities;
  - (c) ensure the works are carried out in a proper and workmanlike manner;
  - (d) use only qualified and where appropriate, licensed tradesmen;
  - (e) ensure the works are carried out without undue delay;
  - (f) ensure no materials, tools, rubbish or debris are left lying about the common property;
  - (g) cause as little disturbance as is practicable to other owners and occupiers;
  - (h) ensure no damage is done to any service lines or services installed in the building, or if damage is caused, immediately make good that damage;
  - (i) ensure no damage is caused to the common property, or if damage is caused, immediately make good that damage; and
  - (j) ensure no damage is caused to the property of any other owner or occupier, or if damage is caused, immediately make good that damage; and
  - (k) ensure the works are installed wholly within the boundaries of their lot.
- 7.4 On completion of the Approved Building Works in connection with a lot, the owner and occupier of the lot must:
- (a) ensure all rubbish and debris caused by the works is removed from the Building;
  - (b) ensure the common property is left clean and tidy; and
  - (c) if required by the owners corporation, give the owners corporation a set of as-built plans of the works.
- 7.5 Each owner and occupier must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the owners corporation breaching any Law or the requirements of any Authority.

#### **BY-LAW 8 – SECURITY AND SECURITY KEYS**

- 8.1 If it considers it necessary, the owners corporation may:
- (a) close off or restrict by means of security key access to any part of the common property not required for access to a lot on either a temporary or permanent basis;
  - (b) ~~exclude your access to any part of the common property as a means of monitoring the security of the building; and~~
  - (c) restrict by means of security key your access to one level of the building to any other level.
- 8.2 Owners and occupiers must not do or permit anything which may prejudice the security or safety of the building.
- 8.3 Owners and occupiers must close all security doors and gates when they pass through them.
- 8.4 If the owners corporation restricts access under By-Law 8.1, the owners corporation may make available to owners and occupiers free of charge or for a charge or bond (at the election of the owners corporation) the number of security keys which the owners corporation considers necessary.
- 8.5 The owners corporation may charge owners and occupiers a fee or a bond for any additional or extra security keys they may require.

- 8.6 Owners and occupiers must exercise great care in making a security key available for users of their lot.
- 8.7 Owners and occupiers must take all reasonable steps to ensure return of the security key to the owner or owners corporation.
- 8.8 Owners and occupiers must not duplicate or permit a security key to be duplicated and must take all reasonable steps to ensure a security key is not lost or handed to any person other than another owner or occupier or to the owners corporation.
- 8.9 Owners and occupiers must promptly notify the owners corporation if a security key is lost or destroyed.
- 8.10 The owners corporation has the power to re-code security keys and to require owners and occupiers to return their security keys to have them re-coded.
- 8.11 The owners corporation has the power to make agreements with other parties to manage the security keys system for a charge, and if it does, owners and occupiers must deal with that party and pay the fee or bond that party may require for security keys.

#### **BY-LAW 9 – COMPENSATION TO OWNERS CORPORATION**

- 9.1 Owners and occupiers must compensate the owners corporation for any damage to the common property or personal property vested in the owners corporation caused by them or any of their invitees.
- 9.2 Owners and occupiers must reimburse the owners corporation for any costs incurred by the owners corporation as a result of breach of the by-laws by them or any one under their control.

#### **BY-LAW 10 – BUILDING A GARBAGE ROOM**

- 10.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:
  - (a) benefits the residential lots 1-14, lots 17-24 Building B and lots 35-60 Building C; and
  - (b) may only be amended in relation to a residential lot by special resolution of the owners corporation and with the consent of all residential lot owners 1-14, lots 17-24, lots 35-60.
  - (c) Reference to this by-law to residential lot owners and occupiers only refers to the owners and occupiers of residential lots 1-14, lots 17-24 and lots 35-60.
- 10.2 Where applicable, reference to "residential lot owners" and "residential lot occupiers" includes a reference to each of their respective invitees and visitors.
- 10.3 The residential lot owners and the residential lot occupiers have the exclusive use of the Building A garbage room.
- ~~10.4 The residential lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Building A Garbage Room and the equipment in it. The residential lot owners are also responsible for putting out the garbage receptacles and bins for collection by the Council.~~
- 10.5 This by-law contains the mechanism under which the obligations of the residential lot owners under this by-law are fulfilled:
  - (a) the owners corporation shall conduct the activities necessary to fulfill the obligations in this by-law;
  - (b) the owners corporation must give each residential lot owner regular accounts for their costs under this by-law;
  - (c) the owners corporation may include the accounts in notices for a residential lot owner's administrative fund and sinking fund contributions;
  - (d) the owners corporation may require the residential lot owners to pay their account in advance and quarterly (or for such other periods reasonably determined by the owners corporation).

**BY-LAW 11 – BUILDING B COMMERCIAL GARBAGE ROOM**

- 11.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:
- (a) benefits the commercial lots; and
  - (b) may only be amended in relation to a commercial lot by a special resolution of the owners corporation and with the consent of all commercial lot owners.
- 11.2 Where applicable, reference to "commercial lot owners" and "commercial lot occupiers" includes a reference to each of their respective invitees and visitors.
- 11.3 The commercial lot owners and the commercial lot occupiers have the exclusive use of the Building B commercial garbage room.
- 11.4 The commercial lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Building B commercial garbage room and the equipment in it. The commercial lot owners must arrange at their own expense for the removal of garbage from the Building B commercial garbage room. The commercial lot owners must ensure that garbage is regularly removed and that no odour or smell emits from the Building B commercial garbage room.

**BY-LAW 12 – BUILDING B RESIDENTIAL GARBAGE ROOM**

- 12.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:
- (a) benefits the residential lots 17-24; and
  - (b) may only be amended in relation to a residential lot by special resolution of the owners corporation and with the consent of all residential lot owners 17-24;
  - (c) Reference to this by-law to residential lot owners and occupiers only refers to the owners and occupiers of residential lots 17-24.
- 12.2 Where applicable, reference to "residential lot owners" and "residential lot occupiers" includes a reference to each of their respective invitees and visitors.
- 12.3 The residential lot owners and the residential lot occupiers have the exclusive use of the Building B residential garbage room.
- 12.4 The residential lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Building B residential garbage room and the equipment in it. The residential lot owners are also responsible for putting out the garbage receptacles and bins for collection by the Council.
- 12.5 This by-law contains the mechanism under which the obligations of the residential lot owners under this by-law are fulfilled:
- (a) the owners corporation shall conduct the activities necessary to fulfill the obligations in this by-law;
  - (b) the owners corporation must give each residential lot owner regular accounts for their costs under this by-law;
  - (c) the owners corporation may include the accounts in notices for a residential lot owner's administrative fund and sinking fund contributions;
  - (d) the owners corporation may require the residential lot owners to pay their account in advance and quarterly (or for such other periods reasonably determined by the owners corporation).

**BY-LAW 13 - BUILDING C GARBAGE ROOM**

- 13.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:
- (a) benefits the residential lots 35-60; and
  - (b) may only be amended in relation to a residential lot by special resolution of the owners corporation and with the consent of all residential lot owners 35-60;

- (c) Reference to this by-law to residential lot owners and occupiers only refers to the owners and occupiers of residential lots 35-60.
- 13.2 Where applicable, reference to "residential lot owners" and "residential lot occupiers" includes a reference to each of their respective invitees and visitors.
- 13.3 The residential lot owners and the residential lot occupiers have the exclusive use of the Building B residential garbage room.
- 13.4 The residential lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Building C residential garbage room and the equipment in it. The residential lot owners are also responsible for putting out the garbage receptacles and bins for collection by the Council.
- 13.5 This by-law contains the mechanism under which the obligations of the residential lot owners under this by-law are fulfilled:
- (a) the owners corporation shall conduct the activities necessary to fulfill the obligations in this by-law;
  - (b) the owners corporation must give each residential lot owner regular accounts for their costs under this by-law;
  - (c) the owners corporation may include the accounts in notices for a residential lot owner's administrative fund and sinking fund contributions;
  - (d) the owners corporation may require the residential lot owners to pay their account in advance and quarterly (or for such other periods reasonably determined by the owners corporation).

#### **BY-LAW 14 – GENERAL RULES FOR DISPOSAL OF GARBAGE**

- 14.1 Owners and occupiers may only dispose of garbage in the manner provided by this by-law.
- 14.2 Garbage that is not recyclable must be securely wrapped in small parcels (and any tins or other containers must be completely drained before being wrapped).
- 14.3 Garbage that is recyclable material must be:
- (a) separated from garbage that is not recyclable;
  - (b) prepared and separated in accordance with any applicable recycling guidelines for the building (prepared by the owners corporation, the executive committee, the local Council, any relevant Authority or otherwise);
  - (c) in the case of bottles, completely drained; and
  - (d) placed in the relevant recyclable bins.
- 14.4 Owners and occupiers must:
- (a) promptly remove any garbage that may have been spilled; and
  - (b) promptly clean the area on which the garbage has been spilled.
- ~~14.5 Residential lot owners and residential lot occupiers must not:~~
- (a) place or leave garbage anywhere on the common property other than:
    - (i) in the case of garbage that is not recyclable, in the relevant receptacle in the Building A garbage room, Building B garbage room, and Building C garbage room;
    - (ii) in the case of recyclable garbage, in the relevant receptacle in the Building A garbage room, Building B residential garbage room and Building C garbage room;
  - (b) place or leave any item of recyclable garbage in any receptacle in the Building A garbage room, Building B residential garbage room or Building C garbage room other than the receptacle marked for that particular kind of recyclable garbage.
- 14.6 The Building A garbage room, Building B residential garbage room and Building C garbage room may only be used by residential lot owners and residential lot occupiers.
- 14.7 Commercial lot owners must not:
- (a) place or leave garbage anywhere on the common property other than:
    - (i) in the case of garbage that is not recyclable, in the relevant receptacle in the Building B commercial garbage room;

- (ii) in the case of recyclable garbage, in the relevant receptacle in the Building B commercial garbage room;
- (b) place or leave any item of recyclable garbage in any receptacle in the Building B commercial garbage room other than the receptacle marked for that particular kind of recyclable garbage.

14.8 The Building B commercial garbage room may only be used by commercial lot owners and commercial lot occupiers.

#### **BY-LAW 15 – ANIMALS**

- 15.1 Residential lot owners and residential lot occupiers may keep up to 2 animals or birds (not being poultry) on their lot with the consent of the executive committee, such consent not to be unreasonably withheld.
- 15.2 All dogs and cats must be registered with the appropriate Authority.
- 15.3 The consent of the executive committee is not required to a guide dog or a hearing dog.
- 15.4 The following animals are not permitted to visit or be kept on any lot or on any part of the parcel:
- (a) any dog or cat that is not registered with the appropriate Authority;
  - (b) any dog which is declared dangerous under the *Companion Animals Act 1998 (NSW)*;
  - (c) any animal declared by the executive committee to be a prohibited animal (the provisions of this by-law are not retrospective); and
  - (d) any dog which the Australian Government prohibits from importation into Australia.
- 15.5 Residential lot owners and residential lot occupiers must, in relation to any animal owned or in the care of that residential lot owner or residential lot occupier;
- (a) clean up all excrement or refuse left upon common property by the animal; and
  - (b) make good, or bear the cost of making good, any damage to common property by the animal.
- 15.6 All animals must be a on a leash, caged or otherwise contained when on common property.
- 15.7 Animals and birds may not be kept on any of the commercial lots.

#### **BY-LAW 16 – RULES**

- 16.1 The owners corporation may make rules relating to matters associated with:
- (a) the use and management of the building;
  - (b) the security and control of the building;
  - (c) the manner of treating windows and glass doors of lots (such as the type and colour of window treatment that is permitted);
  - (d) the appearance of lots;
  - ~~(e) the appearance of the building;~~
  - (f) the type of furniture and other items which are prohibited from being placed on balconies; and
  - (g) any other matter determined by the executive committee.
- 16.2 The owners corporation may amend or replace any rule.
- 16.3 Owners and occupiers are bound by the rules.
- 16.4 The owners corporation must display any new or amended rule on the notice board of the building for at least 7 days, or send a copy to each owner.
- 16.5 If the owner is not the occupier, the owner must send a copy of the rules to the occupier within 7 days of receiving a copy from the owners corporation.

### **BY-LAW 17 – PROVISION OF AMENITIES OR SERVICES**

- 17.1 The owners corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- (a) window cleaning;
  - (b) garbage disposal and recycling services;
  - (c) electricity, water or gas supply; and
  - (d) telecommunication services (for example, cable television).
- 17.2 If the owners corporation makes a resolution referred to in By-Law 17.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

### **BY-LAW 18 – INSURANCE PREMIUMS**

- 18.1 Unless there is a prior written consent of the owners corporation, owners and occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.
- 18.2 Consent under By-Law XX allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.
- 18.3 Owners and occupiers must immediately notify the owners corporation of any activity carried out or intended to be carried out or permitted to be carried out on their lot which may increase the premiums for the insurances held by the owners corporation.
- 18.4 Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that owner's lot. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of a manifest error, conclusive evidence of the increased amount.

### **BY-LAW 19 – SIGNS**

- 19.1 Unless there is a prior written consent of the owners corporation, owners and occupiers must not attach, erect or exhibit any sign to or on any part of the common property or any part of their lot which is visible from outside their lot.
- 19.2 The provisions of this by-law do not bind the original owner.
- 19.3 The provisions of this by-law do not apply to signs erected by the caretaker indicating the location of its office or advertising its services.
- 19.4 The provisions of this by-law do not apply to the commercial lot, who must comply with the commercial code.

### **BY-LAW 20 – MOVING AND DELIVERING**

- 20.1 This by-law related to moving in and out of the building, taking delivery of items in the building and moving large or heavy items through the common property.
- 20.2 Such items may be only be moved through the common property or taken delivery of, in accordance with the requirements and rules of the owners corporation.
- 20.3 Owners and occupiers must not do any damage to the common property, or must immediately make good any such damage they have caused to their lot.
- 20.4 If the owners corporation has appointed a building manager, owners and occupiers must comply with his requirements.

### **BY-LAW 21 – COMPLAINTS AND APPLICATIONS**

- 21.1 Any complaint or application to the owners corporation or the executive committee must be addressed in writing to the party nominated from time to time by the owners corporation to accept that complaint or application.
- 21.2 If the owners corporation has not made a nomination, then complaints and applications must be addressed to the managing agent, or if the owners corporation has not appointed a managing agent, to the executive committee.

### **BY-LAW 22 – LEASE OR LICENCE OF LOTS**

- 22.1 This by-law applies to lots that are leased or licensed or otherwise occupied by a party other than the owner.
- 22.2 If an owner of a lot has leased or licensed that lot, the owner of the lot:
- (a) must ensure the occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;
  - (b) must ensure the occupiers comply with the by-laws;
  - (c) must act promptly to comply with any reasonable notice the owner may receive from the owners corporation, the executive committee, the managing agent and the caretaker (if any) about the occupiers; and
  - (d) must take all action available to ensure the occupiers comply with the by-laws and any reasonable notice the owner receives from the owners corporation.
- 22.3 If an owner of a lot has leased or licensed that lot, the occupier of the lot:
- (a) must comply with the by-laws; and
  - (b) must promptly comply with any notice it receives from the owners corporation, the executive committee, the managing agent and the caretaker (if any).

### **BY-LAW 23 – CARETAKER AGREEMENT**

- 23.1 The owners corporation may:
- (a) appoint the caretaker to provide the services; and
  - (b) enter into the Caretaker Agreement referred to in By-Law 23.2 to provide those services.
- 23.2 The caretaker agreement may contain the following provisions:
- (a) the length of the terms of the agreement, which may not exceed 10 years (coupled with a right of first refusal);
  - (b) provide for remuneration to the caretaker of an annual fee to be agreed between the owners corporation and the caretaker; and
  - (c) provide for the annual fee to be reviewed annually in accordance with the Consumer Price Index.
- 23.3 The agreement may include provisions about:
- (a) the manner in which the caretaker must carry out the services;
  - (b) the manner in which employees and contractors are to be engaged;
  - (c) the manner in which the caretaker may be reimbursed for expenses; and
  - (d) the manner in which the agreement may be assigned.
- 23.4 The agreement may contain provisions pursuant to which the owners corporation:
- (a) consents to the caretaker providing the apartment services and the real estate services;
  - (b) permits the caretaker to use any part of the common property for the purposes of providing the apartment services and the real estate services; and
  - (c) agrees not to permit any other party to use the common property or any part of it for the purpose of providing services similar to the apartment services and the real estate services.

### **BY-LAW 24 – OBSTRUCTION OF THE CARETAKER**

- 24.1 Owners and occupiers must not:
- (a) interfere with or obstruct the caretaker from providing the services contemplated by the caretaker agreement; and

- (b) interfere with or obstruct the caretaker from using any part of the common property in providing the services contemplated by the caretaker agreement.

**BY-LAW 25 – EXCLUSIVE USE BY-LAW IN CONNECTION WITH AIR CONDITIONING**

- 25.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law may only be amended in relation to a residential lot by a special resolution of the owners corporation and with the consent of the owner of that residential lot.
- 25.2 This by-law benefits each of the residential lots.
- 25.3 To the extent any air conditioning equipment servicing a residential lot is not installed entirely within the residential lot, the residential lot owner has the special privilege to keep the air conditioning equipment in the common property and has the exclusive use over that part of the common property over which the air conditioning equipment is installed or attached.
- 25.4 The residential lot owner is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the air conditioning equipment and the common property on which the air conditioning equipment is installed or located.

**BY-LAW 26 – EXCLUSIVE USE BY-LAW IN CONNECTION WITH GYMNASIUM is REPEALED (AK602819K)**

**BY-LAW 27 – GYMNASIUM RULES is REPEALED (AK602819K)**

**BY-LAW 28 – COMMERCIAL CODE**

- 28.1 Commercial lot owners and commercial lot occupiers are bound by, and must comply with, the Commercial Code.
- 28.2 The Commercial Code may only be amended by the owners corporation in general meeting and with the written consent of each of the commercial lot owners.
- 28.3 If the Commercial Code permits the carrying out of an activity by a commercial lot owner or a commercial lot occupier, then that activity may be carried out without the consent of the owners corporation.

**BY-LAW 29 – USE OF CAR SPACES**

- 29.1 The car spaces the subject of this by-law are common property.
- 29.2 Each of the owners listed in column 1 of the following schedule is entitled to exclusive use of the car space listed in column 2 of the schedule on the terms and conditions of this by-law:

<b>Column 1 Lot Number</b>	<b>Column 2 Car space number (or identification)</b>
25	E1
26	E2
27	E3
28	E4
29	E5
30	E6
31	E7
32	E8
33	E9

Carspaces are to be constructed in Stage 2 and will be identified on the Strata Plan.

- 29.3 The owners corporation is responsible for maintaining and keeping in a state of good and serviceable repair the car spaces excluding any maintenance or repair required as a result of any damage by owner or occupier.
- 29.4 Each owner and occupier of a lot must not cause any damage to the common property comprising the car spaces, or if they do, immediately and at their own expense make good that damage. At the election of the owners corporation, the owners corporation may make good that damage and recover the cost for doing so from the owner or occupier who causes the damage.

### **BY-LAW 30 – DIRECTORY BOARD**

- 30.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:
- (a) benefits each of the commercial lots; and
  - (b) may only be amended in relation to a commercial lot by a special resolution of the owners corporation and with the consent of the owners of all commercial lots.
- 30.2 Where applicable, reference to “commercial lot owners” and “commercial lot occupiers” includes a reference to their invitees and visitors.
- 30.3 The commercial lot owners and the commercial lot occupiers have the exclusive use of the directory board.
- 30.4 The commercial lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the directory board and the common property on which it is located.

### **BY-LAW 31 – EXCLUSIVE USE IN CONNECTION WITH THE POOL AREA**

- 31.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:
- (a) benefits each of the residential lots; and
  - (b) may only be amended in relation to a residential lot by a special resolution of the owners corporation and with the consent of the owner of all residential lots.
- 31.2 Where applicable, reference to “residential lot owners” and “residential lot occupiers” includes a reference to their invitees and visitors.
- 31.3 The residential lot owners and the residential lot occupiers have the exclusive use of the pool area.
- 31.4 The residential lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the pool area and the equipment in the pool area.
- 31.5 This by-law contains the mechanism under which the obligations of the owners under By-Law 31.4 are fulfilled:
- (a) the owners corporation shall conduct the activities necessary to fulfill the obligations in By-Law 31.4;
  - (b) the owners corporation must give the residential lot owners regular accounts for their costs under this by-law;
  - (c) the owners corporation may include the accounts in notices for a residential lot owner’s administrative fund and sinking fund contributions;
  - (d) the owners corporation may require the residential lot owners to pay their account in advance and quarterly (or for such other periods reasonably determined by the owners corporation);
  - (e) the residential lot owners must pay their costs under this by-law in shares proportional to the unit entitlements of their lots.

### **BY-LAW 32 – POOL AREA RULES**

32.1 The following rules apply to the use of the pool area:

- (a) Residential lot owners and residential lot occupiers must enter and use the pool area at their own risk;
- (b) Any child under the age of 12 years must be accompanied by an adult at all times;
- (c) Residential lot owners and residential lot occupiers may only use the pool area between the hours of 6.30am and 10pm each day, or any other hours determined by the executive committee;
- (d) Residential lot owners and residential lot occupiers must not run, jump, dive or otherwise conduct yourself in a careless manner in the pool area;
- (e) Residential lots owners and residential lot occupiers must not disturb the peaceful enjoyment of the pool area by other users;
- (f) Residential lot owners and residential lot occupiers must not bring food or drink into the pool area (other than non-alcoholic drinks in plastic cups or bottles);
- (g) Residential lot owners and residential lot occupiers must not hold parties or other functions in the pool area or interfere with the equipment in the pool area other than for using the equipment for the purposes for which it was designed or built without the approval of the executive committee;
- (h) Residential lot owners and residential lot occupiers must be appropriately clothed when using the pool area;
- (i) Residential lot owners and residential lot occupiers must not behave in a manner likely to cause offence or embarrassment to any other person using the pool area; and
- (j) Owners and occupiers must leave the pool area when requested to do so by any person authorised by the owners corporation (including without limitation to the caretaker).

### **BY-LAW 33 – EXCLUSIVE USE IN CONNECTION WITH THE BARBEQUE AREA**

33.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:

- (a) benefits each of the residential lots; and
- (b) may only be amended in relation to a residential lot by a special resolution of the owners corporation and with the consent of the owner of all residential lots.

33.2 Where applicable, reference to "residential lot owners" and "residential lot occupiers" includes a reference to their invitees and visitors.

33.3 The residential lot owners and the residential lot occupiers have the exclusive use of the barbeque area.

33.4 The residential lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the barbeque area and the equipment in the barbeque area.

33.5 This by-law contains the mechanism under which the obligations of the owners under By-Law 33.4 are fulfilled:

- (a) the owners corporation shall conduct the activities necessary to fulfill the obligations in By-Law 33.4;
- (b) the owners corporation must give the residential lot owners regular accounts for their costs under this by-law;
- (c) the owners corporation may include the accounts in notices for a residential lot owner's administrative fund and sinking fund contributions;
- (d) the owners corporation may require the residential lot owners to pay their account in advance and quarterly (or for such other periods reasonably determined by the owners corporation);
- (e) the residential lot owners must pay their costs under this by-law in shares proportional to the unit entitlements of their lots.

**BY-LAW 34 – BARBEQUE AREA RULES**

34.1 The following rules apply to the use of the barbeque area:

- (a) Residential lot owners and residential lot occupiers must enter and use the barbeque area at their own risk;
- (b) Residential lot owners and residential lot occupiers may only use the barbeque area between the hours determined by the executive committee.
- (c) Residential lot owners and residential lot occupiers must not disturb the peaceful enjoyment of the barbeque area by other users;
- (d) Residential lot owners and residential lot occupiers must not behave in a manner likely to cause offence of embarrassment to any other person using the barbeque area; and
- (e) Owners and occupiers must leave the barbeque area when requested to do so by any person authorised by the owners corporation (including without limitation to the caretaker).

## **SCHEDULE 1**

### **COMMERCIAL CODE**

#### **1. Vehicles**

- 1.1 An owner or occupier of a lot must not park or stand an motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property (apart from any area designated for visitor parking for periods not more than 2 hours) except with the prior written approval of the owners corporation.
- 1.2 The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.
- 1.3 No car parking space may be used otherwise than for parking of motor vehicles or motor cycles.
- 1.4 An owner or occupier of a lot must not attach any fixture or fitting to any car space without the prior written approval of the owners corporation.
- 1.5 An owner or occupier of a lot must ensure that any vehicles which are loading or unloading goods do not stand on access driveways, carparking spaces, or landscape areas either within a lot or the common property.

#### **2. Use of Common Property**

- 2.1 Except pursuant to any exclusive rights conferred of an owner by a by-law, an owner or occupier of a lot must not obstruct lawful use of common property by any person and must not use the common property in such a manner as to unreasonably interfere with the lawful use and enjoyment of the common property by any other person.
- 2.2 An owner or occupier of a lot must not smoke in the stairwells, lifts, foyers and car park forming part of the common property or such other parts of the common property as the owners corporation may designate from time to time.

#### **3. Damage to Common Property**

- 3.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- 3.2 An approval given by the owners corporation under 3.1 cannot authorised any additions to the common property.
- 3.3 This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or safety device, for protection of the owners lot against intruders or to improve safety within the owners lot; or
  - (b) any screen or other device to prevent entry of animals or insects on the lot.
- 3.4 Any such locking or safety device, screen or device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- 3.5 The owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair an installation that forms part of the common property and that services the lot; and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device that forms part of the common property and that services the lot.

#### **4. Children on Common Property**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

#### **5. Behaviour of Invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owners or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

#### **6. Depositing Rubbish and Other Material on Common Property**

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

**7. Cleaning Window and Doors**

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot including so much as is common property, unless:

- (a) The owners corporation resolves that it will keep the glass or specified parts of the glass clean; or
- (b) That glass or parts of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

**8. Appearance of Lot**

The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot any thing visible from outside the lot that, viewed from outside the lot that is not in keeping with the rest of the building.

**9. Change in Use of Lot to be Notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example if the change of use results in a hazardous activity being carried out on the lot).

**10. Preservation of Fire Safety**

~~The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property which is likely to affect the operation of fire safety devices in the building or reduce the level of fire safety in the lots or common property. The owner or occupier must comply with any act or regulation relating to sprinkler, fire alarm or fire safety regulations and must keep fire escape passages free of obstruction at all times.~~

**11. Prevention of Hazards**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

**12. Provision of Amenities or Services**

12.1 The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services;
- (b) promotional services;
- (c) cleaning;
- (d) garbage disposal and recycling services;
- (e) electricity, water or gas supply;
- (f) telecommunication services (for example cable television).

12.2 If the owners corporation makes a resolution referred to in By-Law 12.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution that amount which, or the conditions on which, will provide the amenity or service.

*Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provisions of amenities or services by it to the lot or to the owner or occupier.*

**13. Control on Hours of Operation and Use of Facilities**

13.1 The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times.
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

13.2 An owner or occupier of a lot must comply with a determination referred to in By-Law 13.1.

**14. Use of Plumbing Facilities**

An owner or occupier of a lot must not use or permit or suffer to be used the lavatories, toilets, sinks and drainage and other plumbing facilities in the lot or on the common property for any purpose other than those for which other matter may be deposited therein and any damage thereto caused by misuse must be made good by the owner or occupier.

**15. Pests**

An owner or occupier of a lot must take all proper precautions to keep the lot free of rodents, vermin, insects, pests, birds and animals and must whenever necessary employ at his own expense pest exterminators.

**16. Electrical**

The owner or occupier of a lot must not overload the electrical facilities provided to the lot and must at his own expense make good any damage caused by such overloading.

**17. Illegal Use**

17.1 The owner or occupier of a lot must not at any time use the lot or the common property or permit or suffer the same to be used and must not exercise or carry on or permit or suffer to be exercised or carried on in or upon the lot or common property any business, industry or activity and must not do or suffer to be done thereon any act or thing which in each case is contrary to the provisions of any law, regulation, ordinance, by-law or town planning scheme from time to time in force.

17.2 Despite By-Law 17.1 no lot or no part of the common property may be used for any of the following purposes/uses: massage parlours, introduction agencies, dance schools, dance parties, escort, slot machines and video games centres, dating agencies, entertainment halls, reception halls, drug referral centres, drug shooting gallery, needle using centre, drug counseling centre, meeting place for drug or ex-drug users and any other purpose which involves drug use or drug discussion groups, (the word "Drug/s" in previous sentence refers to illicit drug/s), or for any other purpose which causes unreasonable interference with the amenities of the other lots by reason of emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise.

**18. Signage**

18.1 An owner or occupier of a lot, or any agent representing them, including real estate agents, must not erect in or upon a lot, or the common property any sign which is visible from the common property or from a public place without the consent in writing of the owners corporation and if so required by Baulkham Hills Shire Council or any other relevant authority. Any application to the owners corporation to consent of the erection of a sign must specify the proposed location of the sign, the size, colour and design thereof (including the wording to be displayed thereon) together with such other information as the owners corporation may require and in giving this consent the owners corporation may impose such conditions regarding inter alia, any of the above matters as it may decide.

18.2 No sign may be erected which has not been produced by a professional signwriter.

18.3 The following will not be permitted:

- (a) painted signwriting;
- (b) paper or cardboard signs;
- (c) transfers or stickers;
- (d) cut out unedged letters;
- (e) exposed fittings;
- (f) exposed wiring, ballasts;
- (g) moving or flashing signs; and
- (h) animated signs or models.

18.4 An owner or occupier of a lot must at his own expense repair any damage caused by the removal of any sign.

**19. Usage – Insurance**

Even if the owner or occupier of a lot is not otherwise prohibited from using the lot for a particular purpose, the owner or occupier must not carry on or permit or suffer to be carried out upon the lot or upon the common property any trade or occupation or willfully suffer to be done any Act or thing which may make void or voidable any policy or policies of insurance taken out by the owners corporation or which may render any increase premium payable for such insurance unless, in circumstances where any increased premiums are payable, the owners or occupier has first obtained the written consent of the owners corporation (which must not be given without the prior written consent of the insurer) and paid or agreement to make payment to the owners corporation of the amount of any such increase in premium as may be payable. The right to so use the lot must terminate if, upon renewal of insurance, the owner or occupier fails to pay that part of the premium attributable to such use or if the insurer withdraws any consent to such use previously given by it.

**20. Maintain the Lot**

The owner or occupier of a lot must at all times maintain the structure of the lot and any car parking spaces which are included in the lot in good order and repair and must ensure that the lot complies with the provisions of any law, regulation, by-law or town planning scheme from time to time in force.

**21. Employee Compliance**

An owner or occupier of a lot must take all reasonable steps to ensure that his employees, consultants, agents, contractors, tenants, licensees and invitees comply at all times with these by-laws.

**22. Floor Load Limits**

An owner or occupier of a lot must not install or use or permit to be installed or used in that lot any machinery or other plant or equipment, fixtures or fittings which would result in the super imposed live load on the floor of the lot, either singularly or cumulatively with other machinery, plant, equipment, fixture or fittings, exceeding 5kPa unless special provision has been made in the construction of the floor of the relevant lot that enables the floor to withstand the relevant load.

**23. Window Coverings**

Despite any other by-law, an owner or occupier must not install curtains, blinds or any other window coverings or any window tint or film on any window, glass front or door visible from the common property without the approval in writing of the owners corporation and the owners corporation may require, as a condition of its approval that those materials be of a particular colour, reflectable fabric or design.

**24. Air Conditioning**

24.1 The owner for the time being of each lot in the strata scheme is conferred with the exclusive use and enjoyment of that part of the common property being:

- (a) the roof, wall or ground mounted air conditioning unit and condenser servicing that owners lot; and
- (b) all duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with that owners air conditioning unit and condenser (called for each owner "the air conditioning system") subject to the following conditions:
- (c) the owner is responsible for the proper maintenance and keeping in a state of good and serviceable repair, renewal and replacement of the air conditioning system without expense to the owners corporation;
- (d) the owner must bear the cost of electrical, mechanical or other maintenance, repair, cleaning or replacement or renewal of the air conditioning system including the periodical and other electricity supply accounts of the electricity supplier authority related to or in respect of the air conditioning system.

WHEREBY the owners corporation must not be responsible for performance of its duties in respect of any air conditioning system.

24.2 The owner or occupier of a lot must ensure that the maintenance and repairs of any air conditioning system owned by the owners and located in the lot or upon common property must only be performed by a contractor nominated by the owners corporation.

**25. Naming Rights**

The owners corporation may enter agreements granting licenses with respect to the erection and placement of signs on the common property and with respect to the name to be given to the strata unit building and to assign and delegate to any third party or third parties its powers to consent to and approve signage on or visible from the common property or from a public place.

**26. Trade Waste on Common Property**

The owners corporation may provide trade waste equipment upon the common property, for the benefit of owners and occupiers, in such positions as the owners corporation may from time to time in its absolute discretion determine.

**27. Services**

An owner or occupier must give to the owners corporation prompt notice of any breakage or defect of the water pipes, air conditioning and ventilation ducts, electric lights or other fittings.

**28. Directory Board**

Signs on the directory board at the entrance of the building are to be affixed for owners and/or occupiers by the owners corporation at the cost of owners and/or occupiers. An owner's or occupier's name on such directory board must not exceed the number of lines allocated to each owner or occupier by the owners corporation, and must be of a uniform presentation to be determined by the owners corporation.

**29. Telephone Lines**

All owners or occupiers must prior to occupation notify the owners corporation of the number of telephone lines required. If an owner or occupier required more than the number available for that lot, that owner or occupier is responsible for installation of the additional lines at their expense.

**30. Lifts**

- 30.1 Lifts installed within the common property must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer and no occupier, owner or visitor to the complex must use such lifts contrary to this capacity.
- 30.2 All owners, occupiers and visitors who wish to use the lifts to carry large or heavy equipment to any lot must first give reasonable notice and obtain approval of the owners corporation.

**31. Windows, etc.**

- 31.1 The owners or occupiers of time being of lots are entitled to the right of exclusive use and enjoyment of the following items of common property which are attached to or are on the boundary of the lot:

- (a) glass doors;
- (b) glass front and windows;
- (c) bifold glass paneled doors;
- (d) door locks and window closures,

and are severally responsible for the proper maintenance and the keeping in a state of good and serviceable repair of each one of the above items and liable to pay for their maintenance and repair.

- 31.2 An owner or occupier may not alter or make any addition to any common property to which it is entitled to the right of exclusive use and enjoyment except as otherwise permitted by the by-law.

**32. Maintenance**

- 32.1 An owner or occupier must notify the owner's corporation of any maintenance or repair requirements which depart from the regular maintenance and must seek written approval from the owner's corporation to carry out maintenance or repair which would substantially change the original condition of an item.
- 32.2 If the owner's corporation, after inspection, decides that an owner or occupier of a lot has not properly maintained or kept in a state of good and serviceable repair all or any item of common property it is responsible to maintain, it may notify such owner or occupier and allow 14 days for the maintenance or repair to be carried out. In the absence of such action at the end of such period then the owner's corporation may carry out the necessary maintenance and repair at the owner's cost.

32.3 Where the owners or occupiers of lots are liable under any by-law to pay any money either to the owners corporation or directly to any other person for or towards the maintenance for repair of any item of common property, then such money (being the actual cost incurred by the maintenance or repair of such item) must be paid to the owners corporation or directly to that person.

**33. Plant**

An owner or occupier of a lot must ensure that any external plant, including compressors, air conditioners and other machinery which might emit noise is not erected upon the common property and may only be erected or placed within a lot if:

- (a) the prior approval of the owners corporation is given; and
- (b) the plant is so located so as not to effect properties which adjoin the common property.

**34. Powers**

In addition to the powers, authorities, duties and functions conferred or imposed upon the owners corporation by legislation and the by-laws, the owners corporation has the power to levy (other than by way of contribution) on the owner, mortgagee (or covenant charge in possession), lessee or occupier of a particular lot the amount of any such charges or cost claimed from or duly paid by the owners corporation and which were incurred by it in:

- (a) repairing any damage to common property; or
  - (b) making good any breach of the Act and by-laws; or
  - (c) abating any nuisance hazard or interference by the owner or occupier of a particular lot with the use of another lot or of the common property,
- any of which were caused by the owner or occupier of the particular lot or a person authorised by them including their invitees.

## **SPECIAL BY-LAWS**

### **Special By-Law 1 – Electronic Service of Documents (AK61661G)**

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

### **Special By-Law 2 – Block B Level 7 Terrace Area**

The following rules apply to the use of the Block B, Level 7, Terrace Area:

- (a) The Block B, Level 7, Terrace is common property and may be used by residential lot owners and residential occupiers.
- (b) Residential lot owners and residential occupiers must enter and use the Block B, Level 7, Terrace Area at their own risk.
- (c) Residential lot owners and residential occupiers may only use the Block B, Level 7, Terrace Area between the following hours: Monday to Thursday 8.30am to 6.00pm, Friday and Saturday 8.30am to 10.00pm, Sunday 10am to 6.00pm.
- (d) Any use of the area outside of those stipulated in (c) must be approved 48 hours prior by the strata committee.
- (e) Residential lot owners and residential occupiers must not bring glass onto the Block B, Level 7, Terrace Area.
- (f) Residential lot owners and residential occupiers must not disturb the peaceful enjoyment of the Block B, Level 7, Terrace Area by other users.
- (g) Residential lot owners and residential occupiers must not behave in a manner likely to cause offence or embarrassment to any other person using the Block B, Level 7, Terrace Area.
- (h) Residential lot owners and residential occupiers must remove all rubbish when leaving the area.
- (i) Residential lot owners and residential occupiers leaving furnishings or other items on terrace do so at their own risk and no claim may be made against the owners corporation for loss or damage.
- (j) Residential lot owners and residential occupiers must ensure any furnishings left on the terrace are stacked and secured to prevent movement in high winds.
- (k) Residential lot owners and residential occupiers must leave the Block B, Level 7, Terrace Area when requested to do so by any person authorised by the owners corporation (including without limitation to members of the strata committee and the caretaker).

### **Special By-Law 3 – Intercoms (AK602819K)**

A by-law with respect to exclusive use of intercom.

#### **1 Intercoms**

- 1.1 The owners of each of lots 25 to 34 inclusive jointly and severally have a right of exclusive use and enjoyment of the Intercom System on the conditions set out in this by-law.
- 1.2 The owner of each of lots 25 to 34 inclusive jointly and severally are responsible for the ongoing repair and maintenance of the Intercom System lot and must renew and replace the Intercom System.
- 1.3 The owner of each lot must do Building Works necessary to comply with their obligations under this by-law and in doing so must comply with the Building Works Conditions.
- 1.4 In this by-law, Intercom System means the common property intercom system at the parcel.
- 1.5 This is a by-law to which Division 4 of Part 5 of the Management Act applies.

## **2 Building Works Conditions**

### **2.1 Ongoing Maintenance and Use**

The Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Building Works, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Building Works, and must do any Building Works necessary to effect the same; and
- (c) must ensure that the Building Works are used in accordance with and continue to comply with the requirements of these Building Works Conditions and any applicable law or Approval.

### **2.2 Approvals and Certifications**

The Owner must:

- (a) obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the use and conduct of the Building Works;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before the conduct of any Building Works, supply a copy of that Approval to the owners corporation before the conduct of those Building Works; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

### **2.3 Development Approvals**

Despite anything in these by-law the owners corporation is not required to provide its consent as may be required by any Authority in connection with Building Works, without limitation including by affixing its seal by way of consent to any application to the relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979. The rights of the owners corporation in this regard are expressly reserved.

### **2.4 Access**

The Owner must provide the owners corporation with access to the lot for the purpose of monitoring or enforcing compliance with these Building Works Conditions, or, if the Owner is not also the occupier of the lot, must use their best endeavours to facilitate such access.

### **2.5 Engineer's Approval and Certification**

The Owner must, in respect of Structural Works:

- (a) before those Structural Works are undertaken, provide the Engineer's Approval to the owners corporation; and
- (b) after completion of those Structural Works, provide the Engineer's Certificate to the owners corporation.

### **2.6 Indemnity**

The Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works or their use.

### **2.7 Time**

Where no time is specified for compliance with an obligation of the Owner under these Building Works Conditions, the Owner must comply with that obligation in a reasonable time.

## 2.8 Ownership of Works

To the extent that Building Works:

- (a) occupy cubic space forming part of the Owner's lot, they are the property of the owner of the lot; and
- (b) occupy cubic space forming part of the common property, they form part of the common property.

## 2.9 Connection to Services

Except as otherwise approved in writing by the owners corporation, to the extent Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to the lot (provided such separately metered services are otherwise connected to the lot).

## 2.10 Relocation

The Owner must, at the Owner's own cost, promptly on demand of the owners corporation, remove or relocate the Building Works to permit the owners corporation to exercise a right or meet an obligation of the owners corporation in respect of the property arising at law or under the terms of these by-laws and must thereafter reinstate the Building Works.

## 2.11 General Conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the property or any part of it to breach either of those codes;
- (d) be carried out in accordance with any applicable provision of the Engineer's Approval;
- (e) be fit for their purpose;
- (f) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (g) be carried out with due diligence and expedition and within a reasonable time;
- (h) cause a minimum of disruption to the use of the property and a minimum of damage to the property;
- (i) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (j) be carried out only during hours and on such days as approved by the owners corporation;
- (k) not cause damage to the property or any part of the property otherwise than as authorised under these by-laws;
- (l) not adversely affect the structure or support of the property except strictly in accordance with the Engineer's Approval;
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the property by other owners or occupiers of lots;
- (n) have an appearance, after being completed, in keeping with the appearance of the rest of the property; and
- (o) comply with any requirement of these by-laws otherwise applying to them.

## 2.12 Cleanliness, Protection and Rectification

The Owner must:

- (a) ensure the property is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the property affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the property, rectify that damage, including doing any necessary Building Works.

## 2.13 Plans and Specifications

If the owners corporation has not previously been provided with them, the Owner must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

## 2.14 Insurance

The Owner must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

## 2.15 Principal contractor

Within the meaning of the Work Health and Safety Regulation 2011 ('WHSR'):

- (a) the Owner acknowledges and agrees that the Owner is the person that commissions the Building Works within the meaning of clause 293 of the WHSR and not the owners corporation;
- (b) the Owner must engage another person to have management or control of the workplace the subject of Building Works who is appropriately experienced and qualified to discharge the duties of a 'principal contractor' under Chapter 6 of the WHSR. The Owner must authorise that person to have management or control of the workplace the subject of the Building Works and to discharge the duties of a 'principal contractor' under Chapter 6 of the WHSR; and
- (c) subject to compliance by the Owner with this clause, the owners corporation authorises that principal contractor to make such reasonable and necessary use of the common property as may be required to enable that principal contractor to discharge the duties of a principal contractor under Chapter 6 of the WHSR from time to time;

as if the Building Works were a 'construction project' within the meaning of clause 293 of the WHSR.

## 3 Definitions and Interpretation

### 3.1 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (d) any reference to legislation includes any amending or replacing legislation;
- (e) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (f) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

### 3.2 Conflict

- (a) To the extent that any term of this by-law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this by-law will be read and be enforceable as if so consistent.
- (b) To the extent that this by-law is inconsistent with any other by-law of the Strata Scheme the provisions of this by-law prevail to the extent of that inconsistency.

### 3.3 Liability for Occupiers and Invitees

Except as otherwise provided in this by-laws:

- (a) An owner or occupier of a lot is liable for the acts or omissions of their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.
- (b) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, and occupier of their lot) comply with any obligations that they have under this by-law, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

### 3.4 Definitions

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

**Approval** means, in connection with the Building Work or the property:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

**Authority** means, in connection with the Building Work or the Property:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

**Building Code of Australia** has the meaning given to it under the Environmental Planning and Assessment Act 1979;

**Building Works** means building works and related products and services that the Owner is required or permitted to put effect to under these by-laws, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied;

**Building Works Conditions** means the provisions of clause 2;

**Common Property** means the common property in the strata scheme;

**Engineer's Approval** means evidence (to the reasonable satisfaction of the owners corporation) in the form of the opinion of an appropriately qualified engineer that the Structural Works, if carried out in a manner specified in that opinion, will not adversely affect the structure or support of the Property or any part of it or otherwise cause damage to the Property (except as authorised by this By-Law);

**Engineer's Certificate** means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Structural Works were carried out in accordance with the Engineer's Approval;

**Lot** means a lot in the strata scheme;

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time;

**Owner** means any person who is required by these by-laws to comply with the Building Works Conditions; and

**Owners Corporation** means the owners corporation created on registration of the strata plan;

**Property** means the land and buildings the subject of the strata plan;

**Strata Scheme** means the strata scheme relating to the strata plan;

**Strata Plan** means strata plan number 74807; and

**Structural Works** means Building Works to alter, or that may affect the stability or integrity of, any structural element of the Property, including without limitation alterations to beams, joists, concrete slabs, columns, earthworks, structural members or load bearing walls.

The seal of The Owners-Strata Plan No 74807 was affixed on 17/06/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature(s):  .....

Name(s) [use block letters]: FERRIS DEIGHT .....

Authority: STRATA MANAGING AGENT .....



Approved Form 10

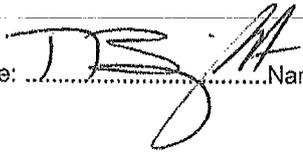
Certificate re Initial Period

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 No 74807 was affixed on ^ 17/06/2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: TREVOR BRIGHT Authority: STRATA MANAGING AGENT

Signature: ..... Name: ..... Authority: .....

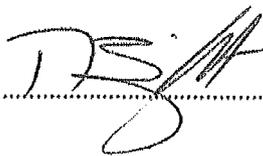
^ Insert appropriate date  
\* Strike through if inapplicable.



Approved Form 23

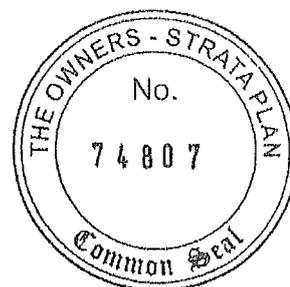
Attestation

The seal of The Owners - Strata Plan No. 74807 was affixed on ^ 17/06/2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: TREVOR BEICHT Authority: STRATA MANAGING AGENT

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

^ Insert appropriate date



**Lodger Details**

Lodger Code 502780T  
Name CHAMBERS RUSSELL LAWYERS  
Address MLC CENTRE  
GPO BOX 7100  
SYDNEY 2001  
Lodger Box 1W  
Email PROPERTYNOTICES@CHAMBERSRUSSELL.COM.AU  
Reference SYD251528

Land Registry Document Identification

**AV267865**

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/SP74807	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP74807

Other legal entity

**Meeting Date**

22/05/2025

**Amended by-law No.**

Details NOT APPLICABLE

**Repealed by-law No.**

Details NOT APPLICABLE

**Added by-law No.**

Details SPECIAL BY-LAWS 4, 5, 6, 7, 8, 9, and 10

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. SP74807

**Signer Name** LAURA DALE

**Signer Organisation** CHAMBERS RUSSELL PTY LIMITED

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 24/07/2025

DocuSign Envelope ID: 1601CED8-F5B6-451C-9678-E61DA3FF9131

Form: 15CH  
Edition: 1705

### CONSOLIDATION/ CHANGE OF BY-LAWS

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

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/SP74807
---------------------------------------

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any C/- Chambers Russell Lawyers GPO Box 7100 SYDNEY NSW 2001 P (02) 8248 2800 Reference (optional): SYD251528	CODE <b>CH</b>
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(C) The Owners-Strata Plan No 74807..... certify that a special resolution was passed on 22 May 2025.....

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE.....

Added by-law No: SPECIAL BY LAWS 4, 5, 6, 7, 8, 9 and 10.....

Amended by-law No. NOT APPLICABLE.....

as fully set out below:

See Schedule 2 of Annexure A.....

(F) A consolidated list of by-laws affecting the abovementioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure. A.....

(G) The seal of The Owners-Strata Plan No. 74807..... was affixed on 14 July 2025 | 3:30 PM AEST..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

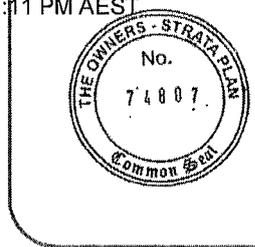
Signed by:  
Signature Nick Stephenson  
Name Nick Stephenson  
Authority Strata managing agent

Signature .....

Name .....

Authority .....

Electronic signature of me Nick Stephenson affixed by me or at my direction on 14 July 2025 | 1:11 PM AEST



DocuSign Envelope ID: 1601CED8-F5B6-451C-9678-E61DA3FF9131

**Annexure A to Form 15CH**

# Consolidated by-laws

## **The Owners—Strata Plan No 74807**

40-42 Jenner Street, Baulkham Hills, 2153

Electronic signature of me Nick Stephenson,  
affixed by me or at my direction  
on 14 July 2025 | 1:11 PM AEST

Signed by:  
*Nick Stephenson*  
2A5E13A117CB458

Signed by the person(s) who attested the affixing of the seal of the Owners Corporation to the Form 15CH Consolidation / Change of By-Laws to which this document is Annexed.

Docusign Envelope ID: 1601CED8-F5B6-451C-9678-E61DA3FF9131

## Schedule 1 Consolidated By-Laws

### BY-LAW 1 – MEANINGS

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

**Air Conditioning Equipment** including air conditioning plant and equipment and air handling units and includes the cables associated with the Air Conditioning Equipment.

**Apartment Services** means the provision by the caretaker to those owners and occupiers who elect to use them, services associated with the occupation of the apartment.

**Approved Building Works** means works to a lot or common property which have been approved by the owners corporation.

**Authority** means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

**Barbeque Area** means that part of the common property in Building C, Level 5 (under construction) comprising the barbeque and its immediate surrounds.

**Building** means the building constructed within the parcel.

**Building A** means that part of the building in which residential lots 1 to 14 (inclusive) are located.

**Building A Garbage Room** means that part of the common property on level 1 of Building A designated for the storage of garbage.

**Building B** means that part of the building under construction in which residential lots 17 to 24 (inclusive) and commercial lots 25 to 34 (inclusive) are located.

**Building B Commercial Garbage Room** means that part of the common property on level 3 of Building B to be shown on the strata plan designated for the storage of garbage (and includes the door to the Building B commercial garbage room).

**Building B Residential Garbage Room** means that part of the common property on level 2 of Building B to be shown on the strata plan designated for the storage of garbage (and includes the door to the Building B residential garbage room).

**Building C** means that part of the building under construction in which residential lots 35 to 60 (inclusive) are located.

**Building C Garbage Room** means that part of the common property on level 2 of Building C to be shown on the strata plan designated for the storage of garbage (and includes the door to the Building C garbage room).

DocuSign Envelope ID: 1601CED8-F5B6-451C-9678-E61DA3FF9131

**By-Laws** means the by-laws in place from time to time for the strata scheme.

**Cable** means cables, conduits, pipes, wires and ducts.

**Caretaker** means the person appointed by the owners corporation to enter into the Caretaker Agreement.

**Caretaker Agreement** means the agreement between the owners corporation and the caretaker contemplated by By-Law 21.

**Commercial Code** means code comprising schedule 1 to these by-laws.

**Commercial Lot Occupier** means the occupier, lessee or licensee of a commercial lot.

**Commercial Lot Owner** means the registered proprietor or the mortgagee in possession of a commercial lot.

**Commercial Lots** means lots 25 to 34 in Building B under construction (inclusive).

**Common Property** means so much of the parcel as from time to time is not comprised in any lot.

**Development Act** means the *Strata Schemes (Freehold Development) Act 1973*.

**Development Consent** means a consent issued under the *Environmental Planning and Assessment Act 1979* applicable to the lots and includes all amendments and variations to that consent.

**Directory Board** means the directory board in the reception area.

**Equipment** includes plant, machinery, equipment and security devices.

**Executive Committee** means the executive committee appointed by the owners corporation.

**Garbage** means any refuse, recyclable material or waste.

**Governmental Agency** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

**Gymnasium** is that part of the common property in Building B Level 1 under construction on which the gymnasium is located.

**Law** includes any requirement of any statute, rule, regulations, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

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**Lot** means a lot in the strata plan (the expression includes residential lots and commercial lots) and otherwise has the meaning given to it by the Development Act.

**Management Act** means the *Strata Schemes Management Act 1996*.

**Managing Agent** means the person appointed by the owners corporation as its strata managing agent under S27 of the Management Act and if no person is for the time being so appointed, the secretary of the owners corporation.

**Occupier** means the occupier, lessee or licensee of a lot.

**Original Owner** means the registered proprietor of all the lots at the time of registration of the strata plan.

**Owners Corporation** means the owners corporation constituted on registration of the strata plan.

**Parcel** means the land comprising the lots and common property the subject of the strata scheme.

**Pool Area** means that part of the common property in Building C Level 5 under construction comprising the pool and its immediate surrounds.

**Real Estate Services** means the provision by the caretaker to those owners who elect to use them, services associated with the letting, managing and sale of lots.

**Residential Lot Occupier** means the occupier, lessee or licensee of a residential lot.

**Residential Lot Owner** means the registered proprietor or the mortgagee in possession of a residential lot.

**Residential Lots** means lots 1 to 14 in Building A (inclusive) and lots 17 to 24 in Building B (inclusive) and lots 35 to 60 in Building C (inclusive).

**Restricted Matter** means a matter or class of matter determined by the owners corporation by way of an ordinary resolution to be a matter or class of matter to be determined by the owners corporation in general meeting.

**Rules** means the rules made by the owners corporation in accordance with By-Law 16.1 (as they may be amended or changed).

**Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

**Services** means the services provided by the caretaker to the owners corporation under the Caretaker Agreement including without limitation, building services, building maintenance services, cleaning services, garbage removal and waste services and landscaping services.

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**Sign** includes any sign, light advertisement, name, notice, placard and any other similar item, and includes any sign advertising a lot for sale or to let.

**Strata Plan** means strata plan number 74807.

**Strata Scheme** means the strata scheme constituted on registration of the strata plan.

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

1.3 Any reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

1.4 Headings to do affect the interpretation of the by-laws.

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## **BY-LAW 2 – CONSENT OF OWNERS CORPORATION**

2.1 Where a by-law requires the consent of the owners corporation, unless stated otherwise in that by-law, the consent may be given by either:

- (a) the owners corporation in general meeting; or
- (b) the executive committee at a duly convened meeting of the executive committee unless it is a Restricted Matter.

2.2 Consent given by the owners corporation or the executive committee under a by-law:

- (a) if practicable, may be revoked by the owners corporation; and
- (b) may be granted or withheld in the absolute discretion of the owners corporation or be given conditionally.

2.3 Owners and occupiers must comply with any condition in a consent.

2.4 Where a by-law requires an act or activity to be reported to the owners corporation, unless stated otherwise in the by-law:

- (a) if the owners corporation has appointed a caretaker, that act or activity must be reported to the caretaker; and
- (b) if the owners corporation has not appointed a caretaker, that act or activity must be reported to the managing agent, or if a managing agent has not been appointed, to a member of the executive committee.

## **BY-LAW 3 – BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY**

3.1 Owners and occupiers must be adequately clothed when on common property.

3.2 Owners and occupiers must do all that is necessary not to break any law when on common property.

3.3 Owners and occupiers must not:

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- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their lot or common property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to the occupier of another lot or to any person lawfully using common property;
- (c) obstruct the lawful use of common property by any person;
- (d) smoke while on common property by any person;
- (e) smoke while on common property or allow smoke to emit from their lot;
- (f) do anything which is illegal while on common property; or
- (g) bring or permit to enter, any heavy article which might cause structural damage to the building.

3.4 Owners and occupiers must ensure their children and the children of their visitors:

- (a) are accompanied by a responsible adult if they are playing within the bounds of common property; and
- (b) unless accompanied by a responsible adult, do not enter areas of common property that are likely to be dangerous to children.

3.5 Owners and occupiers must ensure their invitees:

- (a) are not left to remain on the common property unsupervised except to the extent reasonable necessary for their arrival and departure;
- (b) do not do anything that they cannot do under the by-laws; and
- (c) are removed from the building upon refusing to comply with the by-laws.

**BY-LAW 4 – COMMON PROPERTY**

4.1 Owners and occupiers must:

- (a) inform the owners corporation of any noticeable defect they notice in the common property or personal property vested in the owners corporation; and
- (b) have consent from the owners corporation under the by-laws if alterations carried out on their lot affect common property.

4.2 Owners and occupiers must not:

- (a) do anything to damage or deface common property;
- (b) interfere with any personal property vested in the owners corporation;
- (c) interfere with the operation of any equipment installed in the common property;
- (d) damage any lawn, plant, tree or garden situated on or within common property;
- (e) purposely damage or use part of a lawn or garden, a plant or tree for their purpose;
- (f) place or hang laundry on any part of the common property;
- (g) park or stand any motor vehicle, boat or other vehicle on any part of the common property; or
- (h) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

4.3 Notwithstanding s62 of the Management Act, owners and occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the owners corporation, any installation that services their lot to which the consent of the owners corporation has been given under the by-laws.

**BY-LAW 5 – PREVENTION OF DAMAGE TO COMMON PROPERTY**

5.1 Owners and occupiers must not:

- (a) interfere with the operation of any equipment installed in the common property;
- (b) modify any existing equipment (whether or not such equipment is contained wholly within their lot); or
- (c) interfere with common property or remove any article from the common property placed there by direction or authority of the owners corporation,

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without the prior written consent of the owners corporation.

**BY-LAW 6 – OCCUPATION AND USE OF LOTS is AMENDED (AG330693U) to read as follows:**

**6.1 General**

- (a) Owners and occupiers must:
  - (i) keep their lot clean, tidy and in good repair; and
  - (ii) comply with all laws affecting their lot.
- (b) Owners and occupiers must not:
  - (i) store or use any chemical, liquid, gas or flammable material on their lot unless it is to be used in the lawful, permitted use of their lot; and
  - (ii) use or occupy or allow their lot to be occupied:
    - A. for any unlawful purpose; or
    - B. for any purpose that may affect, lessen or damage the reputation of the building.
  - (iii) break any law whilst on their lot;
  - (iv) keep anything which is visible from outside their lot which is inconsistent with the visual aesthetics of the building;
  - (v) operate or allow to operate any device or electronic equipment on their lot which interferes with any domestic appliance lawfully in use in the building or another lot;
  - (vi) place, attach or hang from any part of their lot or the common property any aerial or any security device or wires; or
  - (vii) install or operate any intruder alarm in their lot which emits an audible signal.

**6.2 Floor Coverings**

Owners and occupiers must ensure the floor space within their lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another lot (kitchens, bathrooms and laundries excluded).

**6.3 Window Coverings**

- (a) Owners and occupiers must ensure the window treatment of their lot (such as curtains, blinds, shutters and louvers) is either of a neutral or off white colour or a colour approved by the owners corporation. Any window treatment such as shutters must be painted, and must be painted in a neutral or off white colour. Wood colour or natural wood is not permitted.
- (b) Owners and occupiers must not:
  - (i) tint the windows or glass doors of their lot with mirror reflective tint;
  - (ii) tint the windows or glass door of their lot with any other type of tint without the prior written consent of the owners corporation; or
  - (iii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their lot (such as louvers, shutters, awnings, sun shades or sun blinds) without the prior written consent of the owners corporation.

**6.4 Cleaning Windows**

- (a) Owners and occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their lot, including so much as is common property, unless:
  - (i) the owners corporation resolves that it will keep the glass or specified part of the glass clean; or
  - (ii) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.
- (b) The owners corporation may decide:
  - (i) to keep that part of the common property which is the glass surface of any window or door or the boundary of any lot or lots; or
  - (ii) not to keep that part of the common property which is the glass surface of any window or door on the boundary of any lot or lots.

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## 6.5 Balconies

- (a) Owners and occupiers must:
  - (i) keep the balconies of their lot clean, tidy and in good repair; and
  - (ii) ensure those parts of the balcony rails and door and window frames which are common property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
- (b) Owners and occupiers must not:
  - (i) place any item on the balcony of their lot;
    - A. which is fixed, except as provided in By-Law 6.5(c)(i);
    - B. which is inconsistent with the use as a balcony; or
    - C. which is inconsistent with the aesthetics and appearance of the building.
- (c) Owners and occupiers may:
  - (i) fix a hanging device for drying of laundry to the balcony of their lot, only if prior written consent of the owners corporation has been obtained, and only in accordance with By-Law 7.
  - (ii) hang laundry, towels, rugs, bedding, clothing or other articles of a similar type on a freestanding or fixed drying device, provided that the articles will be:
    - A. not visible from street level outside the parcel;
    - B. there only for a reasonable period of time.

## 6.6 Barbeques

Owners and occupiers must not:

- (a) place or operate a barbeque on the balcony of their lot unless:
  - (i) it is portable gas barbeque with a cover; or
  - (ii) it is a barbeque approved by, or a type approved by the owners corporation;
- (b) permit any smoke or odour to emit from a barbeque on their lot which causes or is likely to cause a nuisance to the owners and occupiers of other lots.

## 6.7 Car Space

- (a) Owners and occupiers must keep the car space of their lot clean and free from grease.
- (b) Owners and occupiers must not use their car space for storage purposes.
- (c) Owners and occupiers may only use their car space for parking motor vehicles (and no other vehicles such as boats).

## 6.8 Commercial Operations

- (a) The owners corporation must be notified by a residential lot owner or residential occupier:
  - (i) who is carrying out or intends to carry out; or
  - (ii) who permits or intends to permit any person to carry out, commercial operations from their lot.
- (b) On request by the owners corporation, each residential lot owner and residential lot occupier must give the owners corporation a copy of the consents they hold in connection with any commercial activities being operated on their lot.

## **BY-LAW 7 – ALTERATIONS OR WORK TO LOTS**

7.1 The consent of the owners corporation must be obtained if an owner or occupier wishes to:

- (a) make alterations to, additions to, remove, repair or replace:
  - (i) any part of the common property near or within their lot (such as common property walls, common property windows and doors, common property floor and ceilings);
  - (ii) the structure of their lot;
  - (iii) the internal walls inside their lot (such as dividing walls, even though they may not be common property);
  - (iv) the balcony attached to their lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));
- (b) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of their lot;

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- (c) install, place or leave anything on the car space of their lot which is not a motor vehicle; or
- (d) enclose the car space of their lot.

7.2 Owners and occupiers of lots must not commence to carry out any Approved Building Works to their lot, or any other lot or the common property:

- (a) unless the owners corporation has approved the plans and specifications for the works;
- (b) they have procured all relevant consents from the relevant Authorities;
- (c) if applicable, they have in place all relevant insurances and have given a copy of the policy and the certificate of currency to the owners corporation; and
- (d) if applicable, they have provided to the owners corporation all reports and other information requested by the owners corporation in connection with the works.

7.3 When carrying out Approved Building Works in connection with a lot the owner and occupier of the lot must:

- (a) comply with the reasonable requirements of the owners corporation and the consent from the owners corporation;
- (b) comply with the requirement of all relevant authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish or debris are left lying about the common property;
- (g) cause as little disturbance as is practicable to other owners and occupiers;
- (h) ensure no damage is done to any service lines or services installed in the building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the common property, or if damage is caused, immediately make good that damage; and
- (j) ensure no damage is caused to the property of any other owner or occupier, or if damage is caused, immediately make good that damage; and
- (k) ensure the works are installed wholly within the boundaries of their lot.

7.4 On completion of the Approved Building Works in connection with a lot, the owner and occupier of the lot must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building;
- (b) ensure the common property is left clean and tidy; and
- (c) if required by the owners corporation, give the owners corporation a set of as-built plans of the works.

7.5 Each owner and occupier must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the owners corporation breaching any Law or the requirements of any Authority.

**BY-LAW 8 – SECURITY AND SECURITY KEYS**

8.1 If it considers it necessary, the owners corporation may:

- (a) close off or restrict by means of security key access to any part of the common property not required for access to a lot on either a temporary or permanent basis;
- (b) exclude your access to any part of the common property as a means of monitoring the security of the building; and
- (c) restrict by means of security key your access to one level of the building to any other level.

8.2 Owners and occupiers must not do or permit anything which may prejudice the security or safety of the building.

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- 8.3 Owners and occupiers must close all security doors and gates when they pass through them.
- 8.4 If the owners corporation restricts access under By-Law 8.1, the owners corporation may make available to owners and occupiers free of charge or for a charge or bond (at the election of the owners corporation) the number of security keys which the owners corporation considers necessary.
- 8.5 The owners corporation may charge owners and occupiers a fee or a bond for any additional or extra security keys they may require.
- 8.6 Owners and occupiers must exercise great care in making a security key available for users of their lot.
- 8.7 Owners and occupiers must take all reasonable steps to ensure return of the security key to the owner or owners corporation.
- 8.8 Owners and occupiers must not duplicate or permit a security key to be duplicated and must take all reasonable steps to ensure a security key is not lost or handed to any person other than another owner or occupier or to the owners corporation.
- 8.9 Owners and occupiers must promptly notify the owners corporation if a security key is lost or destroyed.
- 8.10 The owners corporation has the power to re-code security keys and to require owners and occupiers to return their security keys to have them re-coded.
- 8.11 The owners corporation has the power to make agreements with other parties to manage the security keys system for a charge, and if it does, owners and occupiers must deal with that party and pay the fee or bond that party may require for security keys.

#### **BY-LAW 9 – COMPENSATION TO OWNERS CORPORATION**

- 9.1 Owners and occupiers must compensate the owners corporation for any damage to the common property or personal property vested in the owners corporation caused by them or any of their invitees.
- 9.2 Owners and occupiers must reimburse the owners corporation for any costs incurred by the owners corporation as a result of breach of the by-laws by them or any one under their control.

#### **BY-LAW 10 – BUILDING A GARBAGE ROOM**

- 10.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:
  - (a) benefits the residential lots 1-14, lots 17-24 Building B and lots 35-60 Building C; and
  - (b) may only be amended in relation to a residential lot by special resolution of the owners corporation and with the consent of all residential lot owners 1-14, lots 17-24, lots 35-60.
  - (c) Reference to this by-law to residential lot owners and occupiers only refers to the owners and occupiers of residential lots 1-14, lots 17-24 and lots 35-60.

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- 10.2 Where applicable, reference to "residential lot owners" and "residential lot occupiers" includes a reference to each of their respective invitees and visitors.
- 10.3 The residential lot owners and the residential lot occupiers have the exclusive use of the Building A garbage room.
- 10.4 The residential lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Building A Garbage Room and the equipment in it. The residential lot owners are also responsible for putting out the garbage receptacles and bins for collection by the Council.
- 10.5 This by-law contains the mechanism under which the obligations of the residential lot owners under this by-law are fulfilled:
- (a) the owners corporation shall conduct the activities necessary to fulfill the obligations in this by-law;
  - (b) the owners corporation must give each residential lot owner regular accounts for their costs under this by-law;
  - (c) the owners corporation may include the accounts in notices for a residential lot owner's administrative fund and sinking fund contributions;
  - (d) the owners corporation may require the residential lot owners to pay their account in advance and quarterly (or for such other periods reasonably determined by the owners corporation).

#### **BY-LAW 11 – BUILDING B COMMERCIAL GARBAGE ROOM**

- 11.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:
- (a) benefits the commercial lots; and
  - (b) may only be amended in relation to a commercial lot by a special resolution of the owners corporation and with the consent of all commercial lot owners.
- 11.2 Where applicable, reference to "commercial lot owners" and "commercial lot occupiers" includes a reference to each of their respective invitees and visitors.
- 11.3 The commercial lot owners and the commercial lot occupiers have the exclusive use of the Building B commercial garbage room.
- 11.4 The commercial lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Building B commercial garbage room and the equipment in it. The commercial lot owners must arrange at their own expense for the removal of garbage from the Building B commercial garbage room. The commercial lot owners must ensure that garbage is regularly removed and that no odour or smell emits from the Building B commercial garbage room.

#### **BY-LAW 12 – BUILDING B RESIDENTIAL GARBAGE ROOM**

- 12.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:
- (a) benefits the residential lots 17-24; and
  - (b) may only be amended in relation to a residential lot by special resolution of the owners corporation and with the consent of all residential lot owners 17-24;

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- (c) Reference to this by-law to residential lot owners and occupiers only refers to the owners and occupiers of residential lots 17-24.
- 12.2 Where applicable, reference to "residential lot owners" and "residential lot occupiers" includes a reference to each of their respective invitees and visitors.
- 12.3 The residential lot owners and the residential lot occupiers have the exclusive use of the Building B residential garbage room.
- 12.4 The residential lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Building B residential garbage room and the equipment in it. The residential lot owners are also responsible for putting out the garbage receptacles and bins for collection by the Council.
- 12.5 This by-law contains the mechanism under which the obligations of the residential lot owners under this by-law are fulfilled:
- (a) the owners corporation shall conduct the activities necessary to fulfill the obligations in this by-law;
  - (b) the owners corporation must give each residential lot owner regular accounts for their costs under this by-law;
  - (c) the owners corporation may include the accounts in notices for a residential lot owner's administrative fund and sinking fund contributions;
  - (d) the owners corporation may require the residential lot owners to pay their account in advance and quarterly (or for such other periods reasonably determined by the owners corporation).

### **BY-LAW 13 - BUILDING C GARBAGE ROOM**

- 13.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:
- (a) benefits the residential lots 35-60; and
  - (b) may only be amended in relation to a residential lot by special resolution of the owners corporation and with the consent of all residential lot owners 35-60;
  - (c) Reference to this by-law to residential lot owners and occupiers only refers to the owners and occupiers of residential lots 35-60.
- 13.2 Where applicable, reference to "residential lot owners" and "residential lot occupiers" includes a reference to each of their respective invitees and visitors.
- 13.3 The residential lot owners and the residential lot occupiers have the exclusive use of the Building B residential garbage room.
- 13.4 The residential lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Building C residential garbage room and the equipment in it. The residential lot owners are also responsible for putting out the garbage receptacles and bins for collection by the Council.
- 13.5 This by-law contains the mechanism under which the obligations of the residential lot owners under this by-law are fulfilled:
- (a) the owners corporation shall conduct the activities necessary to fulfill the obligations in this by-law;
  - (b) the owners corporation must give each residential lot owner regular accounts for their costs under this by-law;

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- (c) the owners corporation may include the accounts in notices for a residential lot owner's administrative fund and sinking fund contributions;
- (d) the owners corporation may require the residential lot owners to pay their account in advance and quarterly (or for such other periods reasonably determined by the owners corporation).

#### **BY-LAW 14 – GENERAL RULES FOR DISPOSAL OF GARBAGE**

14.1 Owners and occupiers may only dispose of garbage in the manner provided by this by-law.

14.2 Garbage that is not recyclable must be securely wrapped in small parcels (and any tins or other containers must be completely drained before being wrapped).

14.3 Garbage that is recyclable material must be:

- (a) separated from garbage that is not recyclable;
- (b) prepared and separated in accordance with any applicable recycling guidelines for the building (prepared by the owners corporation, the executive committee, the local Council, any relevant Authority or otherwise);
- (c) in the case of bottles, completely drained; and
- (d) placed in the relevant recyclable bins.

14.4 Owners and occupiers must:

- (a) promptly remove any garbage that may have been spilled; and
- (b) promptly clean the area on which the garbage has been spilled.

14.5 Residential lot owners and residential lot occupiers must not:

- (a) place or leave garbage anywhere on the common property other than:
  - (i) in the case of garbage that is not recyclable, in the relevant receptacle in the Building A garbage room, Building B garbage room, and Building C garbage room;
  - (ii) in the case of recyclable garbage, in the relevant receptacle in the Building A garbage room, Building B residential garbage room and Building C garbage room;
- (b) place or leave any item of recyclable garbage in any receptacle in the Building A garbage room, Building B residential garbage room or Building C garbage room other than the receptacle marked for that particular kind of recyclable garbage.

14.6 The Building A garbage room, Building B residential garbage room and Building C garbage room may only be used by residential lot owners and residential lot occupiers.

14.7 Commercial lot owners must not:

- (a) place or leave garbage anywhere on the common property other than:
  - (i) in the case of garbage that is not recyclable, in the relevant receptacle in the Building B commercial garbage room;
  - (ii) in the case of recyclable garbage, in the relevant receptacle in the Building B commercial garbage room;
- (b) place or leave any item of recyclable garbage in any receptacle in the Building B commercial garbage room other than the receptacle marked for that particular kind of recyclable garbage.

14.8 The Building B commercial garbage room may only be used by commercial lot owners and commercial lot occupiers.

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### **BY-LAW 15 – ANIMALS**

- 15.1 Residential lot owners and residential lot occupiers may keep up to 2 animals or birds (not being poultry) on their lot with the consent of the executive committee, such consent not to be unreasonably withheld.
- 15.2 All dogs and cats must be registered with the appropriate Authority.
- 15.3 The consent of the executive committee is not required to a guide dog or a hearing dog.
- 15.4 The following animals are not permitted to visit or be kept on any lot or on any part of the parcel:
- (a) any dog or cat that is not registered with the appropriate Authority;
  - (b) any dog which is declared dangerous under the *Companion Animals Act 1998 (NSW)*;
  - (c) any animal declared by the executive committee to be a prohibited animal (the provisions of this by-law are not retrospective); and
  - (d) any dog which the Australian Government prohibits from importation into Australia.
- 15.5 Residential lot owners and residential lot occupiers must, in relation to any animal owned or in the care of that residential lot owner or residential lot occupier;
- (a) clean up all excrement or refuse left upon common property by the animal; and
  - (b) make good, or bear the cost of making good, any damage to common property by the animal.
- 15.6 All animals must be a on a leash, caged or otherwise contained when on common property.
- 15.7 Animals and birds may not be kept on any of the commercial lots.

### **BY-LAW 16 – RULES**

- 16.1 The owners corporation may make rules relating to matters associated with:
- (a) the use and management of the building;
  - (b) the security and control of the building;
  - (c) the manner of treating windows and glass doors of lots (such as the type and colour of window treatment that is permitted);
  - (d) the appearance of lots;
  - (e) the appearance of the building;
  - (f) the type of furniture and other items which are prohibited from being placed on balconies; and
  - (g) any other matter determined by the executive committee.
- 16.2 The owners corporation may amend or replace any rule.
- 16.3 Owners and occupiers are bound by the rules.
- 16.4 The owners corporation must display any new or amended rule on the notice board of the building for at least 7 days, or send a copy to each owner.
- 16.5 If the owner is not the occupier, the owner must send a copy of the rules to the occupier within 7 days of receiving a copy from the owners corporation.

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### **BY-LAW 17 – PROVISION OF AMENITIES OR SERVICES**

17.1 The owners corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply; and
- (d) telecommunication services (for example, cable television).

17.2 If the owners corporation makes a resolution referred to in By-Law 17.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

### **BY-LAW 18 – INSURANCE PREMIUMS**

18.1 Unless there is a prior written consent of the owners corporation, owners and occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.

18.2 Consent under By-Law XX allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.

18.3 Owners and occupiers must immediately notify the owners corporation of any activity carried out or intended to be carried out or permitted to be carried out on their lot which may increase the premiums for the insurances held by the owners corporation.

18.4 Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that owner's lot. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of a manifest error, conclusive evidence of the increased amount.

### **BY-LAW 19 – SIGNS**

19.1 Unless there is a prior written consent of the owners corporation, owners and occupiers must not attach, erect or exhibit any sign to or on any part of the common property or any part of their lot which is visible from outside their lot.

19.2 The provisions of this by-law do not bind the original owner.

19.3 The provisions of this by-law do not apply to signs erected by the caretaker indicating the location of its office or advertising its services.

19.4 The provisions of this by-law do not apply to the commercial lot, who must comply with the commercial code.

### **BY-LAW 20 – MOVING AND DELIVERING**

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- 20.1 This by-law related to moving in and out of the building, taking delivery of items in the building and moving large or heavy items through the common property.
- 20.2 Such items may only be moved through the common property or taken delivery of, in accordance with the requirements and rules of the owners corporation.
- 20.3 Owners and occupiers must not do any damage to the common property, or must immediately make good any such damage they have caused to their lot.
- 20.4 If the owners corporation has appointed a building manager, owners and occupiers must comply with his requirements.

#### **BY-LAW 21 – COMPLAINTS AND APPLICATIONS**

- 21.1 Any complaint or application to the owners corporation or the executive committee must be addressed in writing to the party nominated from time to time by the owners corporation to accept that complaint or application.
- 21.2 If the owners corporation has not made a nomination, then complaints and applications must be addressed to the managing agent, or if the owners corporation has not appointed a managing agent, to the executive committee.

#### **BY-LAW 22 – LEASE OR LICENCE OF LOTS**

- 22.1 This by-law applies to lots that are leased or licensed or otherwise occupied by a party other than the owner.
- 22.2 If an owner of a lot has leased or licensed that lot, the owner of the lot:
  - (a) must ensure the occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;
  - (b) must ensure the occupiers comply with the by-laws;
  - (c) must act promptly to comply with any reasonable notice the owner may receive from the owners corporation, the executive committee, the managing agent and the caretaker (if any) about the occupiers; and
  - (d) must take all action available to ensure the occupiers comply with the by-laws and any reasonable notice the owner receives from the owners corporation.
- 22.3 If an owner of a lot has leased or licensed that lot, the occupier of the lot:
  - (a) must comply with the by-laws; and
  - (b) must promptly comply with any notice it receives from the owners corporation, the executive committee, the managing agent and the caretaker (if any).

#### **BY-LAW 23 – CARETAKER AGREEMENT**

- 23.1 The owners corporation may:
  - (a) appoint the caretaker to provide the services; and
  - (b) enter into the Caretaker Agreement referred to in By-Law 23.2 to provide those services.
- 23.2 The caretaker agreement may contain the following provisions:

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- (a) the length of the terms of the agreement, which may not exceed 10 years (coupled with a right of first refusal);
- (b) provide for remuneration to the caretaker of an annual fee to be agreed between the owners corporation and the caretaker; and
- (c) provide for the annual fee to be reviewed annually in accordance with the Consumer Price Index.

23.3 The agreement may include provisions about:

- (a) the manner in which the caretaker must carry out the services;
- (b) the manner in which employees and contractors are to be engaged;
- (c) the manner in which the caretaker may be reimbursed for expenses; and
- (d) the manner in which the agreement may be assigned.

23.4 The agreement may contain provisions pursuant to which the owners corporation:

- (a) consents to the caretaker providing the apartment services and the real estate services;
- (b) permits the caretaker to use any part of the common property for the purposes of providing the apartment services and the real estate services; and
- (c) agrees not to permit any other party to use the common property or any part of it for the purpose of providing services similar to the apartment services and the real estate services.

#### **BY-LAW 24 – OBSTRUCTION OF THE CARETAKER**

24.1 Owners and occupiers must not:

- (a) interfere with or obstruct the caretaker from providing the services contemplated by the caretaker agreement; and
- (b) interfere with or obstruct the caretaker from using any part of the common property in providing the services contemplated by the caretaker agreement.

#### **BY-LAW 25 – EXCLUSIVE USE BY-LAW IN CONNECTION WITH AIR CONDITIONING**

25.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law may only be amended in relation to a residential lot by a special resolution of the owners corporation and with the consent of the owner of that residential lot.

25.2 This by-law benefits each of the residential lots.

25.3 To the extent any air conditioning equipment servicing a residential lot is not installed entirely within the residential lot, the residential lot owner has the special privilege to keep the air conditioning equipment in the common property and has the exclusive use over that part of the common property over which the air conditioning equipment is installed or attached.

25.4 The residential lot owner is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the air conditioning equipment and the common property on which the air conditioning equipment is installed or located.

#### **BY-LAW 26 – EXCLUSIVE USE BY-LAW IN CONNECTION WITH GYMNASIUM is REPEALED (AK602819K)**

#### **BY-LAW 27 – GYMNASIUM RULES is REPEALED (AK602819K)**

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### **BY-LAW 28 – COMMERCIAL CODE**

- 28.1 Commercial lot owners and commercial lot occupiers are bound by, and must comply with, the Commercial Code.
- 28.2 The Commercial Code may only be amended by the owners corporation in general meeting and with the written consent of each of the commercial lot owners.
- 28.3 If the Commercial Code permits the carrying out of an activity by a commercial lot owner or a commercial lot occupier, then that activity may be carried out without the consent of the owners corporation.

### **BY-LAW 29 – USE OF CAR SPACES**

- 29.1 The car spaces the subject of this by-law are common property.
- 29.2 Each of the owners listed in column 1 of the following schedule is entitled to exclusive use of the car space listed in column 2 of the schedule on the terms and conditions of this by-law:

<b>Column 1</b>	<b>Column 2</b>
<b>Lot Number</b>	<b>Car space number (or identification)</b>
25	E1
26	E2
27	E3
28	E4
29	E5
30	E6
31	E7
32	E8
33	E9

Carspaces are to be constructed in Stage 2 and will be identified on the Strata Plan.

- 29.3 The owners corporation is responsible for maintaining and keeping in a state of good and serviceable repair the car spaces excluding any maintenance or repair required as a result of any damage by owner or occupier.
- 29.4 Each owner and occupier of a lot must not cause any damage to the common property comprising the car spaces, or if they do, immediately and at their own expense make good that damage. At the election of the owners corporation, the owners corporation may make good that damage and recover the cost for doing so from the owner or occupier who causes the damage.

### **BY-LAW 30 – DIRECTORY BOARD**

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- 30.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:
- (a) benefits each of the commercial lots; and
  - (b) may only be amended in relation to a commercial lot by a special resolution of the owners corporation and with the consent of the owners of all commercial lots.
- 30.2 Where applicable, reference to “commercial lot owners” and “commercial lot occupiers” includes a reference to their invitees and visitors.
- 30.3 The commercial lot owners and the commercial lot occupiers have the exclusive use of the directory board.
- 30.4 The commercial lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the directory board and the common property on which it is located.

#### **BY-LAW 31 – EXCLUSIVE USE IN CONNECTION WITH THE POOL AREA**

- 31.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:
- (a) benefits each of the residential lots; and
  - (b) may only be amended in relation to a residential lot by a special resolution of the owners corporation and with the consent of the owner of all residential lots.
- 31.2 Where applicable, reference to “residential lot owners” and “residential lot occupiers” includes a reference to their invitees and visitors.
- 31.3 The residential lot owners and the residential lot occupiers have the exclusive use of the pool area.
- 31.4 The residential lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the pool area and the equipment in the pool area.
- 31.5 This by-law contains the mechanism under which the obligations of the owners under By-Law 31.4 are fulfilled:
- (a) the owners corporation shall conduct the activities necessary to fulfill the obligations in By-Law 31.4;
  - (b) the owners corporation must give the residential lot owners regular accounts for their costs under this by-law;
  - (c) the owners corporation may include the accounts in notices for a residential lot owner's administrative fund and sinking fund contributions;
  - (d) the owners corporation may require the residential lot owners to pay their account in advance and quarterly (or for such other periods reasonably determined by the owners corporation);
  - (e) the residential lot owners must pay their costs under this by-law in shares proportional to the unit entitlements of their lots.

#### **BY-LAW 32 – POOL AREA RULES**

- 32.1 The following rules apply to the use of the pool area:

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- (a) Residential lot owners and residential lot occupiers must enter and use the pool area at their own risk;
- (b) Any child under the age of 12 years must be accompanied by an adult at all times;
- (c) Residential lot owners and residential lot occupiers may only use the pool area between the hours of 6.30am and 10pm each day, or any other hours determined by the executive committee;
- (d) Residential lot owners and residential lot occupiers must not run, jump, dive or otherwise conduct yourself in a careless manner in the pool area;
- (e) Residential lots owners and residential lot occupiers must not disturb the peaceful enjoyment of the pool area by other users;
- (f) Residential lot owners and residential lot occupiers must not bring food or drink into the pool area (other than non-alcoholic drinks in plastic cups or bottles);
- (g) Residential lot owners and residential lot occupiers must not hold parties or other functions in the pool area or interfere with the equipment in the pool area other than for using the equipment for the purposes for which it was designed or built without the approval of the executive committee;
- (h) Residential lot owners and residential lot occupiers must be appropriately clothed when using the pool area;
- (i) Residential lot owners and residential lot occupiers must not behave in a manner likely to cause offence or embarrassment to any other person using the pool area; and
- (j) Owners and occupiers must leave the pool area when requested to do so by any person authorised by the owners corporation (including without limitation to the caretaker).

### **BY-LAW 33 – EXCLUSIVE USE IN CONNECTION WITH THE BARBEQUE AREA**

33.1 This is an exclusive use and special privilege by-law made in accordance with Division 4, Part 5 in Chapter 2 of the Management Act. This by-law:

- (a) benefits each of the residential lots; and
- (b) may only be amended in relation to a residential lot by a special resolution of the owners corporation and with the consent of the owner of all residential lots.

33.2 Where applicable, reference to “residential lot owners” and “residential lot occupiers” includes a reference to their invitees and visitors.

33.3 The residential lot owners and the residential lot occupiers have the exclusive use of the barbeque area.

33.4 The residential lot owners are solely responsible for the cleaning, proper care, maintenance, replacement and keeping in a state of good and serviceable repair the barbeque area and the equipment in the barbeque area.

33.5 This by-law contains the mechanism under which the obligations of the owners under By-Law 33.4 are fulfilled:

- (a) the owners corporation shall conduct the activities necessary to fulfill the obligations in By-Law 33.4;
- (b) the owners corporation must give the residential lot owners regular accounts for their costs under this by-law;
- (c) the owners corporation may include the accounts in notices for a residential lot owner's administrative fund and sinking fund contributions;
- (d) the owners corporation may require the residential lot owners to pay their account in advance and quarterly (or for such other periods reasonably determined by the owners corporation);
- (e) the residential lot owners must pay their costs under this by-law in shares proportional to the unit entitlements of their lots.

### **BY-LAW 34 – BARBEQUE AREA RULES**

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34.1 The following rules apply to the use of the barbeque area:

- (a) Residential lot owners and residential lot occupiers must enter and use the barbeque area at their own risk;
- (b) Residential lot owners and residential lot occupiers may only use the barbeque area between the hours determined by the executive committee.
- (c) Residential lot owners and residential lot occupiers must not disturb the peaceful enjoyment of the barbeque area by other users;
- (d) Residential lot owners and residential lot occupiers must not behave in a manner likely to cause offence of embarrassment to any other person using the barbeque area; and
- (e) Owners and occupiers must leave the barbeque area when requested to do so by any person authorised by the owners corporation (including without limitation to the caretaker).

Docusign Envelope ID: 1601CED8-F5B6-451C-9678-E61DA3FF9131

## **SCHEDULE 1**

### **COMMERCIAL CODE**

#### **1. Vehicles**

- 1.1 An owner or occupier of a lot must not park or stand a motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property (apart from any area designated for visitor parking for periods not more than 2 hours) except with the prior written approval of the owners corporation.
- 1.2 The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.
- 1.3 No car parking space may be used otherwise than for parking of motor vehicles or motor cycles.
- 1.4 An owner or occupier of a lot must not attach any fixture or fitting to any car space without the prior written approval of the owners corporation.
- 1.5 An owner or occupier of a lot must ensure that any vehicles which are loading or unloading goods do not stand on access driveways, carparking spaces, or landscape areas either within a lot or the common property.

#### **2. Use of Common Property**

- 2.1 Except pursuant to any exclusive rights conferred of an owner by a by-law, an owner or occupier of a lot must not obstruct lawful use of common property by any person and must not use the common property in such a manner as to unreasonably interfere with the lawful use and enjoyment of the common property by any other person.
- 2.2 An owner or occupier of a lot must not smoke in the stairwells, lifts, foyers and car park forming part of the common property or such other parts of the common property as the owners corporation may designate from time to time.

#### **3. Damage to Common Property**

- 3.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- 3.2 An approval given by the owners corporation under 3.1 cannot authorised any additions to the common property.
- 3.3 This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or safety device, for protection of the owners lot against intruders or to improve safety within the owners lot; or
  - (b) any screen or other device to prevent entry of animals or insects on the lot.
- 3.4 Any such locking or safety device, screen or device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- 3.5 The owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair an installation that forms part of the common property and that services the lot; and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device that forms part of the common property and that services the lot.

#### **4. Children on Common Property**

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An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

**5. Behaviour of Invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owners or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

**6. Depositing Rubbish and Other Material on Common Property**

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

**7. Cleaning Window and Doors**

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot including so much as is common property, unless:

- (a) The owners corporation resolves that it will keep the glass or specified parts of the glass clean; or
- (b) That glass or parts of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

**8. Appearance of Lot**

The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot any thing visible from outside the lot that, viewed from outside the lot that is not in keeping with the rest of the building.

**9. Change in Use of Lot to be Notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example if the change of use results in a hazardous activity being carried out on the lot).

**10. Preservation of Fire Safety**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property which is likely to affect the operation of fire safety devices in the building or reduce the level of fire safety in the lots or common property. The owner or occupier must comply with any act or regulation relating to sprinkler, fire alarm or fire safety regulations and must keep fire escape passages free of obstruction at all times.

**11. Prevention of Hazards**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

**12. Provision of Amenities or Services**

12.1 The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services;
- (b) promotional services;
- (c) cleaning;
- (d) garbage disposal and recycling services;
- (e) electricity, water or gas supply;
- (f) telecommunication services (for example cable television).

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- 12.2 If the owners corporation makes a resolution referred to in By-Law 12.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution that amount which, or the conditions on which, will provide the amenity or service.

**Note:** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provisions of amenities or services by it to the lot or to the owner or occupier.

**13. Control on Hours of Operation and Use of Facilities**

- 13.1 The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration use or enjoyment of the lots or the lots and common property of the strata scheme:
- (a) that commercial or business activities may be conducted on a lot or common property only during certain times.
  - (b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- 13.2 An owner or occupier of a lot must comply with a determination referred to in By-Law 13.1.

**14. Use of Plumbing Facilities**

An owner or occupier of a lot must not use or permit or suffer to be used the lavatories, toilets, sinks and drainage and other plumbing facilities in the lot or on the common property for any purpose other than those for which other matter may be deposited therein and any damage thereto caused by misuse must be made good by the owner or occupier.

**15. Pests**

An owner or occupier of a lot must take all proper precautions to keep the lot free of rodents, vermin, insects, pests, birds and animals and must whenever necessary employ at his own expense pest exterminators.

**16. Electrical**

The owner or occupier of a lot must not overload the electrical facilities provided to the lot and must at his own expense make good any damage caused by such overloading.

**17. Illegal Use**

- 17.1 The owner or occupier of a lot must not at any time use the lot or the common property or permit or suffer the same to be used and must not exercise or carry on or permit or suffer to be exercised or carried on in or upon the lot or common property any business, industry or activity and must not do or suffer to be done thereon any act or thing which in each case is contrary to the provisions of any law, regulation, ordinance, by-law or town planning scheme from time to time in force.
- 17.2 Despite By-Law 17.1 no lot or no part of the common property may be used for any of the following purposes/uses: massage parlours, introduction agencies, dance schools, dance parties, escort, slot machines and video games centres, dating agencies, entertainment halls, reception halls, drug referral centres, drug shooting gallery, needle using centre, drug counseling centre, meeting place for drug or ex-drug users and any other purpose which involves drug use or drug discussion groups, (the word "Drug/s" in previous sentence refers to illicit drug/s), or for any other purpose which causes unreasonable interference with the amenities of the other lots by reason of emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise.

**18. Signage**

- 18.1 An owner or occupier of a lot, or any agent representing them, including real estate agents, must not erect in or upon a lot, or the common property any sign which is visible from the common property or from a public place without the consent in writing of the owners

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corporation and if so required by Baulkham Hills Shire Council or any other relevant authority. Any application to the owners corporation to consent of the erection of a sign must specify the proposed location of the sign, the size, colour and design thereof (including the wording to be displayed thereon) together with such other information as the owners corporation may require and in giving this consent the owners corporation may impose such conditions regarding inter alia, any of the above matters as it may decide.

18.2 No sign may be erected which has not been produced by a professional signwriter.

18.3 The following will not be permitted:

- (a) painted signwriting;
- (b) paper or cardboard signs;
- (c) transfers or stickers;
- (d) cut out unedged letters;
- (e) exposed fittings;
- (f) exposed wiring, ballasts;
- (g) moving or flashing signs; and
- (h) animated signs or models.

18.4 An owner or occupier of a lot must at his own expense repair any damage caused by the removal of any sign.

## **19. Usage – Insurance**

Even if the owner or occupier of a lot is not otherwise prohibited from using the lot for a particular purpose, the owner or occupier must not carry on or permit or suffer to be carried out upon the lot or upon the common property any trade or occupation or willfully suffer to be done any Act or thing which may make void or voidable any policy or policies of insurance taken out by the owners corporation or which may render any increase premium payable for such insurance unless, in circumstances where any increased premiums are payable, the owners or occupier has first obtained the written consent of the owners corporation (which must not be given without the prior written consent of the insurer) and paid or agreement to make payment to the owners corporation of the amount of any such increase in premium as may be payable. The right to so use the lot must terminate if, upon renewal of insurance, the owner or occupier fails to pay that part of the premium attributable to such use or if the insurer withdraws any consent to such use previously given by it.

## **20. Maintain the Lot**

The owner or occupier of a lot must at all times maintain the structure of the lot and any car parking spaces which are included in the lot in good order and repair and must ensure that the lot complies with the provisions of any law, regulation, by-law or town planning scheme from time to time in force.

## **21. Employee Compliance**

An owner or occupier of a lot must take all reasonable steps to ensure that his employees, consultants, agents, contractors, tenants, licensees and invitees comply at all times with these by-laws.

## **22. Floor Load Limits**

An owner or occupier of a lot must not install or use or permit to be installed or used in that lot any machinery or other plant or equipment, fixtures or fittings which would result in the super imposed live load on the floor of the lot, either singularly or cumulatively with other machinery, plant, equipment, fixture or fittings, exceeding 5kPa unless special provision has been made in the construction of the floor of the relevant lot that enables the floor to withstand the relevant load.

## **23. Window Coverings**

Despite any other by-law, an owner or occupier must not install curtains, blinds or any other window coverings or any window tint or film on any window, glass front or door visible from the common property without the approval in writing of the owners corporation and the owners corporation may require, as a condition of its approval that those materials be of a particular colour, reflectable fabric or design.

## **24. Air Conditioning**

24.1 The owner for the time being of each lot in the strata scheme is conferred with the exclusive use and enjoyment of that part of the common property being:

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- (a) the roof, wall or ground mounted air conditioning unit and condenser servicing that owners lot; and
- (b) all duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with that owners air conditioning unit and condenser (called for each owner "the air conditioning system") subject to the following conditions:
- (c) the owner is responsible for the proper maintenance and keeping in a state of good and serviceable repair, renewal and replacement of the air conditioning system without expense to the owners corporation;
- (d) the owner must bear the cost of electrical, mechanical or other maintenance, repair, cleaning or replacement or renewal of the air conditioning system including the periodical and other electricity supply accounts of the electricity supplier authority related to or in respect of the air conditioning system.

WHEREBY the owners corporation must not be responsible for performance of its duties in respect of any air conditioning system.

- 24.2 The owner or occupier of a lot must ensure that the maintenance and repairs of any air conditioning system owned by the owners and located in the lot or upon common property must only be performed by a contractor nominated by the owners corporation.

**25. Naming Rights**

The owners corporation may enter agreements granting licenses with respect to the erection and placement of signs on the common property and with respect to the name to be given to the strata unit building and to assign and delegate to any third party or third parties its powers to consent to and approve signage on or visible from the common property or from a public place.

**26. Trade Waste on Common Property**

The owners corporation may provide trade waste equipment upon the common property, for the benefit of owners and occupiers, in such positions as the owners corporation may from time to time in its absolute discretion determine.

**27. Services**

An owner or occupier must give to the owners corporation prompt notice of any breakage or defect of the water pipes, air conditioning and ventilation ducts, electric lights or other fittings.

**28. Directory Board**

Signs on the directory board at the entrance of the building are to be affixed for owners and/or occupiers by the owners corporation at the cost of owners and/or occupiers. An owner's or occupier's name on such directory board must not exceed the number of lines allocated to each owner or occupier by the owners corporation, and must be of a uniform presentation to be determined by the owners corporation.

**29. Telephone Lines**

All owners or occupiers must prior to occupation notify the owners corporation of the number of telephone lines required. If an owner or occupier required more than the number available for that lot, that owner or occupier is responsible for installation of the additional lines at their expense.

**30. Lifts**

- 30.1 Lifts installed within the common property must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer and no occupier, owner or visitor to the complex must use such lifts contrary to this capacity.
- 30.2 All owners, occupiers and visitors who wish to use the lifts to carry large or heavy equipment to any lot must first give reasonable notice and obtain approval of the owners corporation.

**31. Windows, etc.**

- 31.1 The owners or occupiers of time being of lots are entitled to the right of exclusive use and enjoyment of the following items of common property which are attached to or are on the boundary of the lot:
  - (a) glass doors;

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- (b) glass front and windows;
- (c) bifold glass paneled doors;
- (d) door locks and window closures,

and are severally responsible for the proper maintenance and the keeping in a state of good and serviceable repair of each one of the above items and liable to pay for their maintenance and repair.

- 31.2 An owner or occupier may not alter or make any addition to any common property to which it is entitled to the right of exclusive use and enjoyment except as otherwise permitted by the by-law.

### **32. Maintenance**

- 32.1 An owner or occupier must notify the owner's corporation of any maintenance or repair requirements which depart from the regular maintenance and must seek written approval from the owner's corporation to carry out maintenance or repair which would substantially change the original condition of an item.

- 32.2 If the owner's corporation, after inspection, decides that an owner or occupier of a lot has not properly maintained or kept in a state of good and serviceable repair all or any item of common property it is responsible to maintain, it may notify such owner or occupier and allow 14 days for the maintenance or repair to be carried out. In the absence of such action at the end of such period then the owner's corporation may carry out the necessary maintenance and repair at the owner's cost.

- 32.3 Where the owners or occupiers of lots are liable under any by-law to pay any money either to the owners corporation or directly to any other person for or towards the maintenance for repair of any item of common property, then such money (being the actual cost incurred by the maintenance or repair of such item) must be paid to the owners corporation or directly to that person.

### **33. Plant**

An owner or occupier of a lot must ensure that any external plant, including compressors, air conditioners and other machinery which might emit noise is not erected upon the common property and may only be erected or placed within a lot if:

- (a) the prior approval of the owners corporation is given; and
- (b) the plant is so located so as not to effect properties which adjoin the common property.

### **34. Powers**

In addition to the powers, authorities, duties and functions conferred or imposed upon the owners corporation by legislation and the by-laws, the owners corporation has the power to levy (other than by way of contribution) on the owner, mortgagee (or covenant charge in possession), lessee or occupier of a particular lot the amount of any such charges or cost claimed from or duly paid by the owners corporation and which were incurred by it in:

- (a) repairing any damage to common property; or
- (b) making good any breach of the Act and by-laws; or
- (c) abating any nuisance hazard or interference by the owner or occupier of a particular lot with the use of another lot or of the common property,

any of which were caused by the owner or occupier of the particular lot or a person authorised by them including their invitees.

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## **SPECIAL BY-LAWS**

### **Special By-Law 1 – Electronic Service of Documents (AK61661G)**

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

### **Special By-Law 2 – Block B Level 7 Terrace Area (AK61661G) AMENDED to read as follows:**

The following rules apply to the use of the Block B, Level 7, Terrace Area:

- (a) The Block B, Level 7, Terrace is common property and may be used by residential lot owners and residential occupiers.
- (b) Residential lot owners and residential occupiers must enter and use the Block B, Level 7, Terrace Area at their own risk.
- (c) Residential lot owners and residential occupiers may only use the Block B, Level 7, Terrace Area between the following hours: Monday to Thursday 8.30am to 6.00pm, Friday and Saturday 8.30am to 10.00pm, Sunday 10am to 6.00pm.
- (d) Any use of the area outside of those stipulated in (c) must be approved 48 hours prior by the strata committee.
- (e) Residential lot owners and residential occupiers must not bring glass onto the Block B, Level 7, Terrace Area.
- (f) Residential lot owners and residential occupiers must not disturb the peaceful enjoyment of the Block B, Level 7, Terrace Area by other users.
- (g) Residential lot owners and residential occupiers must not behave in a manner likely to cause offence or embarrassment to any other person using the Block B, Level 7, Terrace Area.
- (h) Residential lot owners and residential occupiers must remove all rubbish when leaving the area.
- (i) Residential lot owners and residential occupiers leaving furnishings or other items on terrace do so at their own risk and no claim may be made against the owners corporation for loss or damage.
- (j) Residential lot owners and residential occupiers must ensure any furnishings left on the terrace are stacked and secured to prevent movement in high winds.
- (k) Residential lot owners and residential occupiers must leave the Block B, Level 7, Terrace Area when requested to do so by any person authorised by the owners corporation (including without limitation to members of the strata committee and the caretaker).

### **Special By-Law 3 – Intercoms (AK602819K)**

A by-law with respect to exclusive use of intercom.

#### **1 Intercoms**

- 1.1 The owners of each of lots 25 to 34 inclusive jointly and severally have a right of exclusive use and enjoyment of the Intercom System on the conditions set out in this by-law.
- 1.2 The owner of each of lots 25 to 34 inclusive jointly and severally are responsible for the ongoing repair and maintenance of the Intercom System lot and must renew and replace the Intercom System.
- 1.3 The owner of each lot must do Building Works necessary to comply with their obligations under this by-law and in doing so must comply with the Building Works Conditions.

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1.4 In this by-law, Intercom System means the common property intercom system at the parcel.

1.5 This is a by-law to which Division 4 of Part 5 of the Management Act applies.

## **2 Building Works Conditions**

### **2.1 Ongoing Maintenance and Use**

The Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Building Works, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Building Works, and must do any Building Works necessary to effect the same; and
- (c) must ensure that the Building Works are used in accordance with and continue to comply with the requirements of these Building Works Conditions and any applicable law or Approval.

### **2.2 Approvals and Certifications**

The Owner must:

- (a) obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the use and conduct of the Building Works;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before the conduct of any Building Works, supply a copy of that Approval to the owners corporation before the conduct of those Building Works; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

### **2.3 Development Approvals**

Despite anything in these by-law the owners corporation is not required to provide its consent as may be required by any Authority in connection with Building Works, without limitation including by affixing its seal by way of consent to any application to the relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979. The rights of the owners corporation in this regard are expressly reserved.

### **2.4 Access**

The Owner must provide the owners corporation with access to the lot for the purpose of monitoring or enforcing compliance with these Building Works Conditions, or, if the Owner is not also the occupier of the lot, must use their best endeavours to facilitate such access.

### **2.5 Engineer's Approval and Certification**

The Owner must, in respect of Structural Works:

- (a) before those Structural Works are undertaken, provide the Engineer's Approval to the owners corporation; and

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- (b) after completion of those Structural Works, provide the Engineer's Certificate to the owners corporation.

## 2.6 Indemnity

The Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works or their use.

## 2.7 Time

Where no time is specified for compliance with an obligation of the Owner under these Building Works Conditions, the Owner must comply with that obligation in a reasonable time.

## 2.8 Ownership of Works

To the extent that Building Works:

- (a) occupy cubic space forming part of the Owner's lot, they are the property of the owner of the lot; and
- (b) occupy cubic space forming part of the common property, they form part of the common property.

## 2.9 Connection to Services

Except as otherwise approved in writing by the owners corporation, to the extent Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to the lot (provided such separately metered services are otherwise connected to the lot).

## 2.10 Relocation

The Owner must, at the Owner's own cost, promptly on demand of the owners corporation, remove or relocate the Building Works to permit the owners corporation to exercise a right or meet an obligation of the owners corporation in respect of the property arising at law or under the terms of these by-laws and must thereafter reinstate the Building Works.

## 2.11 General Conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the property or any part of it to breach either of those codes;
- (d) be carried out in accordance with any applicable provision of the Engineer's Approval;
- (e) be fit for their purpose;
- (f) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (g) be carried out with due diligence and expedition and within a reasonable time;

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- (h) cause a minimum of disruption to the use of the property and a minimum of damage to the property;
- (i) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (j) be carried out only during hours and on such days as approved by the owners corporation;
- (k) not cause damage to the property or any part of the property otherwise than as authorised under these by-laws;
- (l) not adversely affect the structure or support of the property except strictly in accordance with the Engineer's Approval;
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the property by other owners or occupiers of lots;
- (n) have an appearance, after being completed, in keeping with the appearance of the rest of the property; and
- (o) comply with any requirement of these by-laws otherwise applying to them.

## **2.12 Cleanliness, Protection and Rectification**

The Owner must:

- (a) ensure the property is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the property affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the property, rectify that damage, including doing any necessary Building Works.

## **2.13 Plans and Specifications**

If the owners corporation has not previously been provided with them, the Owner must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

## **2.14 Insurance**

The Owner must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

## **2.15 Principal contractor**

Within the meaning of the Work Health and Safety Regulation 2011 ('WHSR'):

- (a) the Owner acknowledges and agrees that the Owner is the person that commissions the Building Works within the meaning of clause 293 of the WHSR and not the owners corporation;

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- (b) the Owner must engage another person to have management or control of the workplace the subject of Building Works who is appropriately experienced and qualified to discharge the duties of a 'principal contractor' under Chapter 6 of the WHSR. The Owner must authorise that person to have management or control of the workplace the subject of the Building Works and to discharge the duties of a 'principal contractor' under Chapter 6 of the WHSR; and
- (c) subject to compliance by the Owner with this clause, the owners corporation authorises that principal contractor to make such reasonable and necessary use of the common property as may be required to enable that principal contractor to discharge the duties of a principal contractor under Chapter 6 of the WHSR from time to time;

as if the Building Works were a 'construction project' within the meaning of clause 293 of the WHSR.

### **3 Definitions and Interpretation**

#### **3.1 Interpretation**

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

- (a) ~~the singular includes the plural and vice versa;~~
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (d) any reference to legislation includes any amending or replacing legislation;
- (e) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (f) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

#### **3.2 Conflict**

- (a) To the extent that any term of this by-law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this by-law will be read and be enforceable as if so consistent.
- (b) To the extent that this by-law is inconsistent with any other by-law of the Strata Scheme the provisions of this by-law prevail to the extent of that inconsistency.

#### **3.3 Liability for Occupiers and Invitees**

Except as otherwise provided in this by-laws:

- (a) An owner or occupier of a lot is liable for the acts or omissions of their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.
- (b) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, and occupier of their lot) comply with any obligations that they have under this by-law, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

#### **3.4 Definitions**

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

**Approval** means, in connection with the Building Work or the property:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

**Authority** means, in connection with the Building Work or the Property:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

**Building Code of Australia** has the meaning given to it under the Environmental Planning and Assessment Act 1979;

**Building Works** means building works and related products and services that the Owner is required or permitted to put effect to under these by-laws, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied;

**Building Works Conditions** means the provisions of clause 2;

**Common Property** means the common property in the strata scheme;

**Engineer's Approval** means evidence (to the reasonable satisfaction of the owners corporation) in the form of the opinion of an appropriately qualified engineer that the Structural Works, if carried out in a manner specified in that opinion, will not adversely affect the structure or support of the Property or any part of it or otherwise cause damage to the Property (except as authorised by this By-Law);

**Engineer's Certificate** means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Structural Works were carried out in accordance with the Engineer's Approval;

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**Lot** means a lot in the strata scheme;

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time;

**Owner** means any person who is required by these by-laws to comply with the Building Works Conditions; and

**Owners Corporation** means the owners corporation created on registration of the strata plan;

**Property** means the land and buildings the subject of the strata plan;

**Strata Scheme** means the strata scheme relating to the strata plan;

**Strata Plan** means strata plan number 74807; and

**Structural Works** means Building Works to alter, or that may affect the stability or integrity of, any structural element of the Property, including without limitation alterations to beams, joists, concrete slabs, columns, earthworks, structural members or load bearing walls.

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## **Schedule 2 Addition of Special By-Laws 4, 5, 6, 7, 8, 9, and 10**

### **Special By-Law 4- Cost recoveries**

An owner or occupier of a lot who breaches a by-law of the owners corporation must indemnify the owners corporation immediately on demand for any costs, losses or liabilities that the owners corporation incurs as a consequence of that breach.

### **Special By-Law 5- Flexible hydraulic hoses**

The owner and occupier of a lot must repair and maintain and renew and replace as reasonably required from time to time, all flexible hydraulic hoses within their lot, and must do such work as is required from time to time to comply with their obligations under this by-law.

### **Special By-Law 6- Non-carpet floor covering**

1. An owner of a lot must ensure that all floor space within their lot is covered or otherwise treated to an extent sufficient to achieve a "5 Star" Acoustical Star Rating in accordance with the AAAC Guideline.
2. In this by-law, "AAAC Guideline" means the most recent Guideline for Apartment and Townhouse Acoustic Rating as published by the Association of Australasian Acoustical Consultants from time to time.
3. Before installing non-carpet floor covering in their lot, an owner of a lot must provide evidence to the reasonable satisfaction of the owners corporation that their proposed floor installation will achieve compliance with the requirements of this by-law.
4. In the event that an owner or occupier of a lot complains that non-carpet floor covering in another lot is causing or permitting the transmission of noise in contravention of this by-law, the owner of the lot the subject of that complaint must, at their cost, procure a report from a suitably qualified acoustical consultant assessing the acoustical performance of the floor of their lot in accordance with the AAAC Guideline, and provide a copy of that report to the owners corporation and the owner or occupier having complained.
5. An owner of a lot must do any work to their lot necessary to achieve compliance with the requirements of this by-law from time to time.
6. This by-law does not apply to floor space within a lot comprising a kitchen, laundry, lavatory, bathroom, balcony or terrace.
7. For clarity this by-law does not authorise an owner of a lot to alter the common property, or to make any addition to the common property.

### **Special By-Law 7- Insurance excesses**

1. The owner's corporation may provide services to lot owners in connection with the making of insurance claims in respect of damage to property of a lot owner insured under a policy of insurance obtained by the owner's corporation.
2. Owners of lots must indemnify the owners corporation immediately on demand for the amount of any insurance excess or deductible that becomes payable by the owners corporation in respect of such a claim made in respect of their lot.

### **Special By-Law 8- Fire maintenance services and false fire alarms**

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1. Owners and occupiers of lots must not do any thing in their lot or on the common property that causes a fire alarm event to occur in circumstances where the New South Wales Fire Brigades would be entitled to charge a fee to respond to that alarm because it was discovered to be false.
2. If, in breach of this by-law, an owner or occupier of a lot causes such a fire alarm event to occur, that owner or occupier must indemnify the owners corporation immediately on demand for the amount of any charge, payment or fee imposed by the New South Wales Fire Brigades in connection with that alarm.

### **Special By-Law 9- Short-term letting**

1. The owner or occupier of a lot must not cause or permit their lot to be used for the purposes of a short-term rental accommodation arrangement if the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.
2. In this by-law, "short-term rental accommodation arrangement" has the meaning given to it in the legislation under which this by-law was made, as amended or replaced from time to time.

**Note—**

Under that legislation, "short-term rental accommodation arrangement" means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, subject to matters that may be prescribed by regulation, or the amendment or replacement of that legislation from time to time.

3. An owner or occupier of a lot who uses their lot for the purposes of a short-term rental accommodation arrangement must do so in compliance with any applicable law, including (without limitation) planning law.

**Note—**

Planning law may impose various conditions or restrictions on the use of a lot for the purposes of a short-term rental accommodation arrangement.

### **Special By-Law 10- Window safety devices**

1. The owner or owners of each lot have exclusive use of the common property window safety devices for the windows servicing their lots.
2. Owners of lots are responsible for the proper maintenance of those window safety devices, and are responsible for keeping those window safety devices in a state of good and serviceable repair.
3. Within the first 2 years after the adoption of the resolution making this by-law, this by-law applies only to those lots in respect of which the owner or owners for the time being had, prior to the adoption of that resolution, provided their written consent to the making of this by-law.

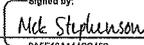
**Note—**

After that 2 year period, such consents are deemed to have been given.

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## Execution

THE COMMON SEAL of **The Owners—Strata Plan No 74807** was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person <small>Signed by:</small> 
Full name of Authorised Person <b>Nick Stephenson</b>
Capacity of Authorised Person <b>Strata managing agent</b>
Address of signatory Level 1, 37-43 Alexander Street Crows Nest NSW 2065

Signed by:

 <small>Common Seal</small>
--

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory

14 July 2025   3:30 PM AEST Date of affixing of the Seal
---

Electronic signature of me Nick Stephenson,  
affixed by me or at my direction  
on 14 July 2025 | 1:11 PM AEST



**THE HILLS**  
Sydney's Garden Shire

THE HILLS SHIRE COUNCIL  
3 Columbia Court, Norwest NSW 2153  
PO Box 7064, Norwest 2153  
ABN 25 034 494 656 | DX 9966 Norwest

**PLANNING CERTIFICATE UNDER SECTION 10.7(2)**  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **140594**  
Reference: JB:12000826:299427  
Issue Date: 4 March 2026  
Receipt No: 8130457  
Fee Paid: \$ 71.00

ADDRESS: Building B 9/25-33 Old Northern Road, BAULKHAM HILLS NSW  
2153  
DESCRIPTION: Lot 33 SP 76719

The land is zoned:

**Zone R1 General Residential**  
**Zone R4 High Density Residential**

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.

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**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

**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

**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**

Note: the land is within The Hills Development Control Plan 2012 Part B map sheet. Refer Council's website [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au) to view the map sheet.

Note: the land is within The Hills Development Control Plan 2012 Part C map sheet. Refer Council's website [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au) to view the map sheet. Note: the land is within The Hills Development Control Plan 2012 Part D map sheet. Refer Council's website [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au) to view the map sheet.

(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**

Proposed The Hills Local Environmental Plan 2019 (Amendment No.) applies to this land.

**Refer Attachment 1(2)**

**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 \(nsw.gov.au\)](http://Plans and Policies | Planning Portal - Department of Planning and Environment (nsw.gov.au))

**Proposed Development Control Plans**

Proposed The Hills Development Control Plan 2012 (Amendment No.) applies to this land.

**Refer Attachment 1(2)**

(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)”,

The Hills Local Environmental Plan 2019 identifies the land to be:

**Zone R1 General Residential**  
**Zone R4 High Density Residential**

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- (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?***

**YES**

Clause 4.1B of The Hills Local Environmental Plan 2019 provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R3 Medium Density Residential or R4 High Density Residential where it is undertaken as a single development application in conjunction with the subdivision of land.

***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.

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### **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

#### **The Greater Sydney Region**

(b) the name of the Ministerial planning order in which the region is identified.

#### **Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024**

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

NO

(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, Pattern Book Development 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, Pattern Book Development Code and Greenfield Housing Code **may be** carried out on the land.

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**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.

**NO**

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.

## **24 Special entertainment precincts**

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

**NO**

## **Interim development in future infrastructure corridors**

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

**NO**

**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**

*This land has frontage to a "Classified Road". Roads and Maritime Services, 27-31 Argyle St, Parramatta, is the responsible authority for classified roads and should be consulted for any road widening proposals.*

**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 1(2)**

**PUBLIC EXHIBITION OF PLANNING PROPOSAL – ACTIVATING HIGH DENSITY RESIDENTIAL AREAS (9/2025/PLP)**

**DESCRIPTION:**

The planning proposal aims to allow for future development in the R4 High Density Residential zone to include active uses such as shops, restaurants, cafes and business premises, to a limited extent as part of the ground floor of the development. This will provide better access to these day-to-day conveniences for residents within high density residential areas and create more active, safe, vibrant and walkable communities.

In accordance with Council's resolution of 13 May 2025, the planning proposal seeks to amend The Hills Local Environmental Plan (LEP) 2019 to:

1. Introduce a new zone objective for the R4 High Density Residential zone that encourages ground floor activation of developments to improve the walkability and vibrancy of high density residential neighbourhoods;
2. Permit shops (excluding neighbourhood supermarkets), restaurants or cafes and business premises, with consent, in the R4 High Density Residential zone; and
3. Introduce a new local provision that applies to non-residential uses as part of mixed use developments in the R4 High Density Residential zone, restricting such uses to the ground floor of developments and limiting the total gross floor area of individual non-residential uses to 200m<sup>2</sup>.

Draft amendments are also proposed to Part B Section 8 – Shop Top Housing and Mixed Use Development, Part C Section 1 – Parking and other sections of The Hills Development Control Plan (DCP) 2012 to ensure that the built form of development in the R4 High Density Residential zone is capable of supporting active uses in a manner sympathetic to residential amenity.

Council received a Gateway Determination for the planning proposal in August 2025. Delegation for making the Local Environmental Plan has been issued to Council under the Gateway Determination.

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au) under the 'Building' menu bar, then 'Application Tracking'.

**ATTACHMENT 2(b)**

**Zone R1 General Residential**

**1 Objectives of zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To enable other land uses that support the adjoining or nearby commercial centres and protect the amenity of the adjoining or nearby residential areas.

**2 Permitted without consent**

Home businesses; Home occupations

### **3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Business premises; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home-based child care; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Office premises; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Restaurants or cafés; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

### **4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

**NOTE:** This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2019 which defines words and expressions for the purpose of the plan.

**NOTE:** Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.

## **ATTACHMENT 2(b)**

### **Zone R4 High Density Residential**

#### **1 Objectives of zone**

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage high density residential development in locations that are close to population centres and public transport routes.

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

Home businesses; Home occupations

### **3 Permitted with consent**

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Home-based child care; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Shop top housing; Any other development not specified in item 2 or 4

### **4 Prohibited**

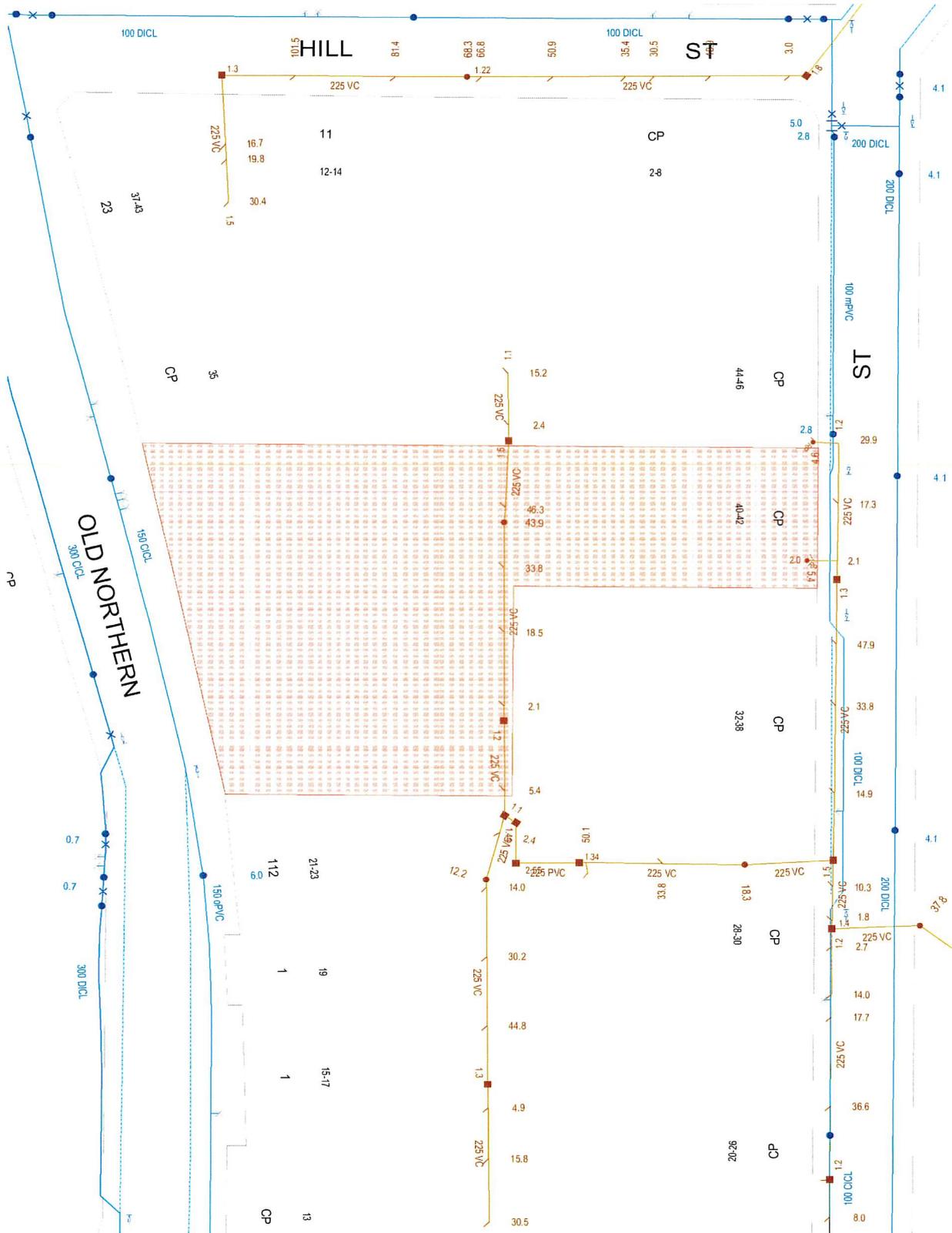
Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

**NOTE:** This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2019 which defines words and expressions for the purpose of the plan.

**NOTE:** Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.



**Service Location Print**  
Application Number: 8005067378



Document generated at 04-03-2026 11:40:56 AM

**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)**

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**HOLDING OVER**

If, following the Terminating Date, the Tenant remains in occupation of the Premises with the prior written consent of the Landlord, this lease will continue as a periodic lease from month to month at a rent determined in accordance with the rent review method specified in clause 27 or, if no rent review method is specified in clause 27, at a rent to which both parties agree. If no rent review method is specified in clause 27 and the parties are unable to agree on the rent, the rent will be determined in accordance with the rent review method in clause 27B.

**OUTGOINGS** Tick applicable box and specify percentage where applicable:

The Tenant's percentage of outgoings to be paid in accordance with Clause 13(i) is \_\_\_\_\_ %.

**OR**

The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 13(ii) is \_\_\_\_\_ %.

**OR**

Other (insert here any special conditions relating to outgoings):

The owner has agreed to insert LED lighting

The owner has agreed to allow the tenant 3 months rent free from the 1/3/24 - 31/5/24

**INSURANCE**

The minimum amount of cover for public liability insurance referred to in clause 11(iv) at the Commencing Date is:

\$20,000,000

**OR**

\$ \_\_\_\_\_ (specify other amount) (tick applicable amount)

**CONDITIONS**

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

**Note:** It is advisable for the Tenant to insure the Tenant's own property

**THE LANDLORD AGREES:**

**Security**

1. To ensure that the external doors and windows contain locks and/or catches that are in working order.

**Use of Premises**

2. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

**Rates and Taxes**

3. Unless billed directly to the Tenant by a relevant authority, to pay council, water and sewerage rates, land tax and other levies promptly.

**Tax Invoices**

4. To issue tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the Landlord, the amount payable, the period to which the amount relates, and other such requirements as determined by the Australian Taxation Office from time to time in relation to a valid tax invoice.

**THE TENANT AGREES:**

**Rent**

- 5. i To pay the rent on time by equal instalments in advance (and proportionately for any part of the instalment period) in the manner that the Landlord or Agent may direct from time to time. The Tenant must pay the rent without set-off, counterclaim, withholding or deduction.
- ii To pay, on demand, interest at the rate of 8% per annum above the base lending rate from time to time of the Commonwealth Bank of Australia (or such other institution as the Landlord may reasonably nominate), compounding monthly on any money payable under this lease to the Landlord which is not received by the Landlord by the date required under this lease. Interest payable under this clause must be calculated from and including the date the outstanding payment was due to and including the date it is actually received by the Landlord.

**Consents**

6. To obtain, keep current and comply with at its own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being a business that falls within the Permitted Use).

**Charges**

7. To pay all charges for utilities, including without limitation gas, electricity, telecommunications, water usage and garbage or sanitary rates or charges (as applicable), relating to the Tenant's use and occupation of the Premises.

**Care and Security of Premises**

- 8. To take care of the Premises and to keep them in a clean and secure condition, and in particular:
  - i To make no alterations or additions to the Premises, including the erection of any sign or antenna or the installation of an air-conditioning unit, solar panels or any mechanical services, without the prior written consent of the Landlord (not to be unreasonably withheld).
  - ii Not to do any decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord (not to be unreasonably withheld).
  - iii Not to put anything down any sink, toilet or drain likely to cause obstruction or damage.
  - iv Not to keep animals on the Premises, without the prior written consent of the Landlord (not to be unreasonably withheld).
  - v To notify the Landlord promptly of any infectious disease and take all necessary steps and actions to keep the Premises free of any pest, insect or vermin.

- vi To ensure that rubbish is not accumulated on the Premises and to remove all trade refuse regularly and in a manner acceptable to the Landlord, and to sort and deposit any refuse that is suitable for recycling in the correct recycling receptacles (if any) provided in the Building and/or on the Premises.
- vii To notify the Landlord promptly of any loss, damage, accident or defect in or on the Premises as soon as the Tenant becomes aware of the issue.
- viii To keep the Premises clean and tidy at all times. Unless clause 32 applies, if the Tenant engages an independent cleaning contractor to clean the Premises, it must provide details of such contractor to the Landlord or the Agent as required by the Landlord and/or the Agent.
- ix Secure the Premises when they are unoccupied and comply with the Landlord's directions or instructions from time to time in relation to the security, fire, safety or related requirements and procedures of the Building.
- x Subject to clause 18iv and clause 22, to undertake any works in relation to the Premises as required by legislation from time to time, at the Tenant's cost and subject to the Landlord's prior written approval of such works (not to be unreasonably withheld), including but not limited to works on any external door or window and associated catch or locking mechanism.
- xi Except to the extent required for the Permitted Use stated on the front page of this lease, not bring onto, store, use, manufacture, produce or release any inflammable substance or dangerous substance onto the Premises or the land on which the Premises are situated.
- xii Must not do anything in or around the Premises or Building that may cause annoyance, nuisance, danger, damage, disturbance or offence to the occupiers or owners of any nearby premises or to the Landlord.

**Permitted Use and Occupation**

- 9. i To use the Premises only for the Permitted Use and not for any other purpose.
- ii That it has independently satisfied itself that the Premises are suitable for the Permitted Use.
- iii Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use and the Landlord has given prior written consent.

**Rules and Regulations**

- 10. To ensure that the Tenant and the Tenant's employees, licensees, contractors and agents comply with any rules, regulations and by-laws applicable to the Premises and the Building (if any). Such rules, regulations and by-laws may be created, amended, supplemented or replaced from time to time by the Landlord (and, if the Premises form part of a strata scheme, by the owners corporation). This lease prevails to the extent that any such rule, regulation or by-law (other than any rule, regulation or by-law of a strata scheme) is inconsistent with the Tenant's rights and obligations under this lease.

**Insurance**

- 11. i To arrange and keep current all insurances required by law, including but not limited to workers compensation insurance (as applicable) in relation to the Premises.
- ii To insure and keep insured all glass, windows and doors of the Premises for at least their full replacement value.
- iii To arrange and keep current insurances in relation to the Tenant's business, including the Tenant's property and stock in or on the Premises.
- iv To arrange and keep current public risk insurance covering liability in respect of personal injury, death, property damage, product liability and contractual liability arising from the occupation and/or use of the Premises by the Tenant for the minimum amount per occurrence as noted in this lease or such other reasonable amount notified by the Landlord to the Tenant from time to time.
- v To pay any additional insurance premiums payable by the Landlord as a result of the Tenant's acts or omissions.
- vi To ensure that all insurances effected under this clause are on terms and are provided by an insurer acceptable to the Landlord (acting reasonably) and which note the Landlord as an interested party.
- vii To do nothing in or to the Premises or the Building or keep anything in the Premises or the Building that would or is likely to increase an insurance premium payable on the Premises or the Building except with the prior written consent of the Landlord.
- viii To do nothing which is likely to prejudice, cancel or invalidate any insurance policy which the Tenant or the Landlord has in relation to the Premises or the Building and to promptly notify the Landlord of any circumstances which is likely to prejudice, cancel or invalidate any such insurance policy.

**Risk and Indemnity**

- 12. i To occupy and use the Premises at the Tenant's own risk.
- ii To indemnify, and to keep indemnified, the Landlord against any claim, demand, remedy, suit, injury, damage, loss, cost and liability in respect of:
  - a any non-payment or delayed payment of rent;
  - b the loss of or damage to part or the whole of the Premises or the Building (or both);
  - c any person for the loss of or damage to their personal property; and
  - d any person for personal injury or death,
 which occurs arising out of any breach or unlawful or negligent act or omission of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii In such circumstances the Tenant must meet all claims whether they are made directly against the Tenant or against the Landlord. Any resultant repairs to or works on the Premises or to any part of the Building must be carried out at the Tenant's cost by builders or contractors approved by the Landlord.
- iv To the full extent permitted by law, the Tenant releases the Landlord, its employees, officers, agents and contractors and the Agent from all actions, suits, claims, remedies and demands of any kind and from all liability which may arise in relation to or in connection with any loss, damage, liability, cost, expenses, injury or death in, near or with respect to the Building or the Premises except to the extent it is caused by the Landlord's, or Agent's, unlawful or negligent act or omission.

**Outgoings**

13. ~~To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, amounts equal to the Tenant's percentage of outgoings noted in this lease of any and all outgoings and expenses relating to the Premises, the Building and/or the Land including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the Land. Land tax must be calculated on the basis that the Land was the only land owned by the Landlord.~~

~~OR~~

~~To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, for the percentage noted in this lease of all increases in any and all outgoings and expenses relating to the Premises, the Building and/or the Land including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the Land from the financial year that ended immediately before the Commencing Date. Land tax must be calculated on the basis that the Land was the only land owned by the Landlord.~~

**AIR CONDITIONING**

- 14. i If one or more air-conditioning units are installed in the Premises and exclusively services the Premises, the Tenant must ensure that they are regularly serviced and maintained (excluding repairs of a capital nature) at the Tenant's cost with a licensed contractor and, on request by the Landlord, the Tenant must supply the Landlord with a copy of service records and documentation (as applicable).
  - ii If the Landlord and Tenant agree that any air-conditioning unit that exclusively services the Premises is to be replaced, and the Premises form part of a strata scheme, the Tenant agrees that any proposed works (including removal of any existing air-conditioning unit) and specifications relating to the replacement air-conditioning unit must comply with relevant by-laws of the strata scheme, any applicable law or regulation and, where necessary, be approved by the owners corporation of such strata scheme.
  - iii The Landlord is responsible for any works of a capital nature relating to any air-conditioning unit that exclusively services the Premises, other than any such unit installed by or at the request of the Tenant or a predecessor in title of the Tenant.
15. The Landlord is under no obligation to remove, or carry out works not covered by clause 14iii in respect of, any air-conditioning unit installed in, or supplied to, the Premises and, if no air-conditioning unit exists at the Commencing Date, the Landlord is under no obligation to install any air-conditioning unit or other mechanical services.

**BOTH PARTIES AGREE THAT:**

**Unforeseen Event**

- 16. i This clause 16 applies if the whole or a substantial part of the Premises or the Building is destroyed or damaged so that the Premises are substantially unfit for use or are substantially inaccessible.
- ii If the Premises or the Building (as the case may be) cannot be or are not (or is not) reinstated within a reasonable time, then each of the Landlord and Tenant have the right to terminate this lease on giving at least 5 Business Days' written notice to the other.
- iii The Landlord will not be obligated to reinstate the Premises or the Building. However, for the period during which the Premises are substantially unfit for use or are substantially inaccessible, the rent and other money payable by the Tenant under this lease will abate in proportion with the reduction in usability or accessibility.
- iv Despite anything in this clause 16 to the contrary, the Tenant will not be entitled to terminate this lease under clause 16ii or to abatement under clause 16iii if the destruction or damage was caused or contributed to by the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees or if any insurance policy does not apply as a result of the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

**Inspections and Condition of Premises**

17. The Landlord or Agent must inspect the Premises at the Commencing Date and at the end of this lease and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances and services. The Tenant accepts the condition of the Premises as at the Commencing Date. Subject to any contrary provision in this lease, the Landlord is not under any obligation to carry out any repairs, maintenance, additions or alterations. The Tenant must, at its cost, provide to the Landlord or Agent a completed condition report relating to the Premises prior to the Commencing Date if required to do so by the Landlord or Agent.

**Repairs and Maintenance**

- 18. i The Tenant must keep the Premises and the Landlord's Property in good repair and condition, and must repair any damage to the Premises or the Landlord's Property caused or contributed to by the neglect, breach or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees. Any repair or maintenance must be carried out at the cost of the Tenant in a proper and workmanlike manner by suitably licensed and appropriately insured contractors. The Tenant must maintain and keep in good repair and condition all mechanical, plumbing, electrical and other fixtures, equipment and services on or serving the Premises, including without limitation:
  - a any ceiling fans, any exhaust fans and any hot water systems; and
  - b any fire equipment and essential services equipment.
- ii The Tenant must ensure that all necessary and required inspections relating to facilities in the Premises, including, but not limited to, air-conditioning systems, fire equipment, essential services equipment and lifts (as applicable), are undertaken at appropriate periodic intervals and that all associated certifications are issued. The Tenant must promptly provide to the Landlord a copy of any such certification.
- iii The Tenant must ensure that, at all times, the Tenant and the Tenant's employees, officers, agents, contractors and invitees comply with all laws, rules and regulations relating to the use or occupation of the Premises including all applicable work, health and safety legislation.
- iv The Tenant is not responsible for repairing fair wear and tear or for any repair, replacement or maintenance to the extent that it is necessary as a result of fire, storm water, lightning, storm, flood, explosion, riot, civil commotion or terrorism, but except to the extent that any fair wear and tear is caused by or such repair, replacement or maintenance is rendered necessary by any particular use of, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

- v The Tenant is not required to carry out or contribute to any costs or expenses of any works of a capital or structural nature except to the extent that the works are rendered necessary by any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

**Access**

- 19. i The Landlord must respect the Tenant's right to privacy.
- ii The Tenant must allow access to the Landlord or Agent:
  - a when it is reasonable that they or either of them should view the condition of the Premises or to enable them to comply with any law or requirement of any relevant authority, or to carry out any work to the Premises or any adjacent property of the Landlord by contractors authorised by the Landlord or Agent; or
  - b to erect 'to let' signs and to show the Premises to prospective tenants, on reasonable notice to the Tenant; or
  - c to erect 'for sale' signs and to show the Premises to prospective purchasers, on reasonable notice to the Tenant.
- iii The Landlord must give the Tenant reasonable notice of the time and date for such access which is to be as convenient as possible for the parties.
- iv The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.
- v If normal trading hours apply to the Building, then the Tenant may not use the Premises outside such normal trading hours unless it complies, at the Tenant's cost, with the Landlord's requirements relating to security or use of facilities in the Building (if any). If required by the Landlord, the Tenant must pay the Landlord's reasonable costs in connection with the Tenant using the Premises outside the normal trading hours, including without limitation costs associated with any security or other personnel and costs associated with the use of facilities in the Building.

**Costs, Disbursements and Expenses**

- 20. i The Tenant must pay their own legal costs, disbursements and expenses and must pay the reasonable legal costs, disbursements and expenses of the Landlord in relation to the preparation, negotiation and execution of this lease.
- ii The Tenant must pay the stamp duty and registration fees (if any) payable in connection with this lease.
- iii The Tenant must pay all legal costs, disbursements and expenses of the Landlord in relation to any breach by the Tenant (including, without limit, in connection with any breaches set out in clause 28) and the exercise or proposed exercise of any right, power or remedy available to the Landlord.
- iv The Tenant must pay the Landlord's costs, disbursements and expenses reasonably incurred by the Landlord in connection with a request by the Tenant for the Landlord's consent under this lease whether such consent is granted or not.
- v By way of demand, the Landlord must provide the Tenant with a copy of any account presented to the Landlord in respect of any of the Landlord's costs, disbursements and expenses referred to in this clause (as may be applicable) and the Tenant must reimburse the Landlord such costs, disbursements and expenses within 14 days of the Tenant being provided with the Landlord's demand.

**GST**

- 21. In this clause 21, words or expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as given in that Act. Except to the extent that this lease expresses them to be inclusive of GST, any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are exclusive of GST. If GST is imposed on any supply made to the Tenant under or in accordance with this lease then, unless it is expressed to be inclusive of GST, the amount the Tenant must pay for that supply is increased by the amount of that GST. The Landlord must provide to the Tenant a valid tax invoice in respect of the supply. If the rate of GST is increased or decreased, the parties agree that any amounts referred to in this lease that are expressed to be inclusive of GST must be varied accordingly.

**Compliance with laws**

- 22. i Subject to clause 22 (ii) and clause 22 (iii), each party must observe, as applicable to itself, all relevant laws, regulations, by-laws and other standards with respect to the Premises.
- ii The Landlord will not be obligated to observe a requirement under any such laws, regulations, by-laws or other standards that applies in whole or in part as a result of any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii The Tenant must ensure that it observes and complies with, at its cost:
  - a all relevant laws, regulations, notices, orders and requirements of any relevant authority with respect to the use of the Premises, including all fire safety requirements applicable to the Premises; and
  - b any requirement the subject of clause 22(ii).
- iv However, before complying with any such law, regulation, by-law, standard, notice, order or requirement, the Tenant must obtain the Landlord's and/or the Agent's consent where such consent is required under this lease.

**Notices**

- 23. Any written notice required or authorised by this lease:
  - i Must be served on the Tenant personally, by pre-paid post to the Premises, by being left in the post box, if any, at the Premises or sent by email to the Tenant's email address stated in this lease or as otherwise notified in writing from time to time by the Tenant to the Landlord.
  - ii Must be served on the Landlord or Agent personally, by pre-paid post to their address as shown in this lease or as notified in writing from time to time to the Tenant, by being left in the post box, if any, at that address or by email to the email address of the Landlord or Agent stated in this lease or as otherwise notified in writing from time to time by the Landlord or the Agent or Landlord's solicitor.
  - iii Where it has been sent by pre-paid post, will be deemed to be served on the earlier of the day it is actually delivered or the 7th Business Day after posting.
  - iv Where it has been sent by email, will be deemed to be served as soon as it is sent, unless the sender receives an automated message indicating that there was an error in the transmission of the email.
  - v May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required period of notice.

**Mitigation**

24. Where there has been a breach of any condition of this lease by a party, the other parties must take all reasonable steps to minimise any loss or damage which may be, or has been, incurred.

**Disputes**

25. In any dispute or proceedings between the parties, the parties must act reasonably and in good faith and without delay and make all admissions necessary to enable the real issues to be efficiently determined and resolved.

**Renewal/Option**

- 26. i The Tenant must give to the Landlord or the Agent notice in writing not more than 6 months and not less than 4 months prior to the expiration of the initial Term if the Tenant wishes to take a renewal of this lease for the further term stated on the front page of this lease (if any). Provided that the Tenant has given notice in accordance with this clause (time being of the essence), has duly and punctually paid the rent and has duly performed and observed on the Tenant's part all conditions and obligations contained in this lease up to the expiration of the initial Term, the Landlord will, at the cost of the Tenant, grant the Tenant the further term.
- ii The starting rent for a further term is to be determined in accordance with the Rent Review Method specified in clause 27 and subject to clauses 27(ii) and 27(iii). If no choice is selected, then the starting rent must be determined in accordance with a CPI Review as calculated under clause 27B and subject to clauses 27(ii) and 27(iii).
- iii A lease for any further term must be on the same terms as this lease (including any special conditions and variations to this lease which have become effective during the initial Term) except that the Commencing Date and Terminating Date must be replaced in accordance with the commencing date and terminating date of the further term, the rent from the commencing date of the further term must be the amount determined under clause 26(ii), the provisions relating to renewal/option (including this clause 26) are to be deleted in such a lease and the rent review methods and rent review dates for the further term must be as per the relevant methods and dates for any new lease as indicated in clause 27.

**Rent Review**

- 27. i Rent reviews must be conducted by the following methods (*tick the applicable rent review method*) on each of the following specified dates (*tick applicable box for review dates*) and if more than one method is selected then the greater amount must be the revised rent.
- ii The parties agree that if the rent is not determined by a Rent Review Date, the Tenant must continue to pay the rent payable immediately before the Rent Review Date until the new rent is determined, with the new rent to apply from the relevant Rent Review Date. The Tenant must account in favour of the Landlord for any difference in rent from the relevant Rent Review Date to the date the new rent is determined in the manner directed by the Landlord or the Agent.
- iii Despite any other provision in this lease, the rent from a Rent Review Date must not be less than the rent payable immediately prior to the relevant Rent Review Date.

**27A Market Review**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other: \_\_\_\_\_
- i If this option is selected, then, at least 30 days before the relevant Rent Review Date, the Landlord may notify the other in writing that the rent is to be varied to an amount representing the Current Market Rent for the Premises.
- ii If the Landlord and the Tenant do not agree as to the Current Market Rent then such rent must be determined by the President of the Real Estate Institute of New South Wales or his/her appointee. The costs of such rental determination must be borne in equal shares by the parties unless otherwise agreed between the parties.
- iii Despite clauses 27A(i) and 27A(ii), the Landlord and Tenant may agree to a rent representing the Current Market Rent after the relevant Rent Review Date.
- iv A rent agreed or determined under this clause must not be less than the rent payable immediately before the relevant Rent Review Date and must apply from the relevant Rent Review Date.

**27B CPI Review**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other: \_\_\_\_\_

If this option is selected or if, in relation to any date referred to in this clause 27 for which a review option may be selected (other than the commencing date of any periodic lease from month to month), no such selection is made, then on and from each relevant Rent Review Date, the revised rent payable under this lease must be determined in accordance with the following formula:

$$\$A = B \times C / D$$

- Where:
- A is the revised rent;
  - B is the rent payable in the 12 month period immediately prior to the relevant Rent Review Date;
  - C is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the relevant Rent Review Date; and
  - D is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the date falling 12 months prior to the relevant Rent Review Date.

**27C Fixed Percentage**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other: \_\_\_\_\_

If this option is selected, then the rent on and from each relevant Rent Review Date is calculated as follows:

$$R2 = R1 + (R1 \times FP)$$

Where: R2 is the rent payable on and from the relevant Rent Review Date;  
 R1 is the rent payable immediately before the relevant Rent Review Date; and  
 FP is the fixed percentage nominated for the Rent Review Date.

The fixed percentage (FP) is:

**27D Fixed Amount**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other: \_\_\_\_\_

If this option is selected, then the rent on and from the relevant Rent Review Date is calculated as follows:

$$X2 = X1 + FA$$

Where: X2 is the rent payable on and from the relevant Rent Review Date;  
 X1 is the rent payable immediately before the relevant Rent Review Date; and  
 FA is the fixed amount nominated for the relevant Rent Review Date.

The fixed amount (FA) is:

**Termination**

28. i If this lease has become a periodic lease from month to month, the Landlord or Tenant may terminate it by giving 1 months' written notice to the other party.
- ii The Landlord will have the right to terminate this lease by written notice to the Tenant and re-enter the Premises or to continue this lease as a periodic lease from week to week:
- a where the Landlord has given the Tenant a notice of breach and the Tenant has not remedied the breach within the period specified in the notice;
  - b where the Tenant has failed to pay rent for a period in excess of 14 days, whether formally demanded or not;
  - c where the Tenant has seriously or persistently breached any clause of this lease; or
  - d to the extent permitted by law, upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the *Conveyancing Act 1919*, as amended, is hereby varied accordingly.)
- iii If the Landlord intends to exercise its right to continue this lease as a periodic lease from week to week, it must serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to this lease. Upon service of the notice, this lease must continue with all its conditions, except for the Term and holding over conditions, as a periodic lease from week to week, which may be terminated by 7 days' written notice from the Landlord or Tenant.
- iv The Landlord will have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- v Any action by the Landlord or the Tenant in accordance with clauses 28(i), 28(ii), 28(iii), 28(iv) or 28(viii), will not affect any claim for damages in respect of a breach of a term or condition of this lease.
- vi Upon termination or expiry of this lease, the Tenant must remove from the Premises all of the Tenant's Property, including the removal and re-alteration of any additions and alterations made by the Tenant, except any item which the Landlord has notified the Tenant that it need not be removed. The Tenant must promptly make good any damage or defacement occasioned to any part of the Premises in the course of such removal and/or re-alteration and leave the Premises in a clean and tidy condition and free from rubbish.
- vii Upon the termination or expiry of this lease for any reason, the Tenant must promptly and peacefully give the Landlord vacant possession of the Premises in the condition it was in on the Commencing Date and in the state of repair required by this lease and must, at the same time, hand over all keys, security cards and passes for the Premises and/or the Building.
- viii If the Tenant fails to comply with any of the Tenant's obligations under clause 28(vi) or clause 28(vii), then:
- a the Landlord may do anything that the Tenant has failed to do;
  - b in relation to any of the Tenant's Property left on the Premises, the Landlord may do either or both of the following:
    - A. remove and store the Tenant's Property in the manner determined by the Landlord;
    - B. treat the Tenant's Property as abandoned and deal with it in the manner determined by the Landlord. If the Landlord sells the Tenant's Property, the Landlord does not have to account to the Tenant for any proceeds, or provide or keep records concerning the sale, and the Landlord may apply any proceeds as the Landlord sees fit; and
  - c the Tenant must pay to the Landlord, within 7 days after the Tenant receives a demand from the Landlord, all costs and expenses incurred by the Landlord under this clause 28(viii).

**Termination Notice by Landlord**

29. i If the Tenant receives from the Landlord or Agent a notice terminating this lease or a notice demanding immediate possession of the Premises in accordance with the terms of this lease, any acceptance of or demand for rent or money by the Landlord will not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- ii Where the Tenant unlawfully remains in possession after termination of this lease, the Landlord will be entitled, in addition to any other claim, to payments equal to the rent as compensation for the Tenant's use and /or occupation of the Premises.

**Redecoration**

- ~~30. Regardless of the condition of the Premises on the Commencing Date or fair wear and tear, the Tenant must redecorate the Premises (including, without limitation, paint and re-carpet) during the last 3 months before the Terminating Date or, if earlier terminated, then before the Tenant vacates the Premises.~~

**Parting With Possession**

31. i The Tenant must not assign, sub-let, license or part with possession of the Premises or this lease or any part of the Premises or this lease except with the prior written consent of the Landlord (which must not be unreasonably withheld).
- ii In seeking the Landlord's consent referred to in this clause, the Tenant must give the Landlord at least 28 days' prior written notice requesting such consent and the Tenant must pay the Landlord any reasonable costs incurred by the Landlord in considering and otherwise dealing with the Tenant's request, whether or not consent is given.
- iii The Tenant must provide the Landlord with any information the Landlord requires about the financial standing, resources or business experience of the proposed tenant and any proposed guarantor.
- iv The Tenant must ensure that the proposed tenant and proposed guarantor (if any) enter into a deed before this lease is assigned in a form reasonably required by the Landlord under which the proposed assignee covenants to perform all of the Tenant's obligations under this lease.
- v If the Landlord requires, the Tenant must ensure that the proposed tenant procures a guarantor acceptable to the Landlord who must give similar guarantees and indemnities as set out in this lease.
- vi The Tenant must pay all stamp duty and other taxes in relation to any assignment, sublease or other dealing under this clause 31.

**Cleaning**

32. i If the Landlord engages cleaning contractors to clean the Premises, the Tenant must allow such persons to clean the Premises and the Tenant must pay the Landlord the sum demanded by the Landlord, acting reasonably, for such cleaning at the same time and in the same manner as rent is payable under this lease. Such sums may be recovered by the Landlord in the same manner as rent is recoverable.
- ii The Landlord is not responsible to the Tenant for any loss or damage however occurring or caused by its cleaning contractors, or that contractor's employees, agents or sub-contractors except to the extent any loss or damage is caused by the Landlord's unlawful or negligent act or omission.

**Strata Title Conversion**

33. The Landlord may register a strata plan, easements, covenants and other title dealings insofar as the same relates to the Building, or any part of it. If required by the Landlord, the Tenant must promptly provide its written consent to the strata plan, easements, covenants and other title dealings, in the form required by the Landlord, to the NSW Land Registry Services or any other relevant government authority. After registration of the strata plan, the Tenant must comply with any by-laws which are not inconsistent with the terms of this lease.

**Work Health and Safety**

34. i For the purposes of this clause 34, WHS Law means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW).
- ii The Tenant agrees and acknowledges that it has management and control of the Premises for the purposes of the WHS Law. The Tenant must comply with, and ensure that its employees, licensees, contractors and agents comply with, the WHS Law and any applicable codes of practice, and ensure that it has adequate systems in place to identify, minimise and control all hazards.
- iii If any works on the Premises includes a 'construction project' (as defined in the WHS Law), the Tenant will have principal contractor obligations under the WHS Law in respect of the works, unless it validly appoints another person as principal contractor and authorises the person to have the necessary management and control of the Premises to perform their duties as principal contractor and to discharge the duties of a principal contractor including under Chapter 6 of the *Work Health and Safety Regulation 2011* (NSW).
- iv The Tenant must notify the Landlord within 3 Business Days of any:
- hazards or risks to the health and safety of persons using the Premises or the Landlord's Property
  - hazards, risks or incidents causing any serious lost time injury or any injury where off site medical treatment is required;
  - incident involving a near miss which, but for the near miss, could have caused any serious lost time injury or any injury where off site medical treatment is required; and
  - notifiable incidents (as defined in the WHS Law).

**Guarantor's Liability**

35. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them are (with the Tenant) jointly and severally liable to the Landlord for the payment of the rent and all other amounts payable by the Tenant under this lease, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied in this lease. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without releasing or affecting the liability of the Guarantors. For clarity, in this clause 35, a reference to "this lease" includes any periodic lease and any lease for the further term stated on the front page of this lease (if any).

**Security Tick applicable clause:**  clause 36 or  clause 37

36. i In this clause, "Bank Guarantee" means a guarantee given by an Australian bank acceptable to the Landlord (in its absolute discretion) that:
- is irrevocable, unconditional and has an expiry date falling not earlier than 6 months after the Terminating Date;
  - is on terms that the Landlord accepts in its absolute discretion;

- c) requires the bank to pay on demand, whether by one or more requests, the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee";
  - d) is drawn in favour of the Landlord to cover "all of the Tenant's obligations under the lease for the Premises and any associated documents"; and
  - e) is not in an electronic or digital form.
  - ii) On or before the Commencing Date, the Tenant must deliver the Bank Guarantee to the Landlord.
  - iii) The Bank Guarantee is security for the Tenant's performance under this lease.
  - iv) The Landlord may call on the Bank Guarantee at any time to compensate the Landlord for any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or to pay or compensate the Landlord for any costs or expenses incurred by the Landlord or its Agent in rectifying any breach of this lease by the Tenant (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease).
  - v) The Tenant must not do anything which could prevent or delay payment by the bank to the Landlord under the Bank Guarantee.
  - vi) If the Landlord calls on the Bank Guarantee, then the Tenant must deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord under this clause 36 is equal to the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee".
  - vii) If the front page of this lease under the heading "Security Deposit/Bank Guarantee" indicates that the "Security Deposit/Bank Guarantee" is an amount equal to a number of months' rent plus GST, and the rent is increased pursuant to a rent review, the Tenant must, if requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord is equal to the number of months' rent plus GST indicated on the front page of this lease at the increased rent.
  - viii) The Landlord or the Landlord's Agent is under no obligation to return the Bank Guarantee to the Tenant until all the Tenant's obligations under this lease have been satisfied.
  - ix) The Tenant must deliver any replacement Bank Guarantee or additional Bank Guarantee to the Landlord under clause 36(vi) or clause 36(vii) within 5 Business Days after the Landlord gives the Tenant a notice asking for it.
  - x) The Landlord's appropriation of an amount against the Bank Guarantee:
    - a) does not constitute a waiver of a failure by the Tenant to fulfil its obligations; and
    - b) does not prejudice any other remedy or right of the Landlord for that failure.
  - xi) If the Landlord sells, transfers or otherwise disposes of the Premises or the Land, the Tenant must, within 10 Business Days after being requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement Bank Guarantee for the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit /Bank Guarantee" drawn in favour of the purchaser, transferee or donee.
  - xii) The Lessee's obligations under this clause are essential terms of this lease.
  - xiii) If in the Landlord's opinion, acting reasonably, the Tenant has satisfied all of its obligations under this lease then the Landlord must return the Bank Guarantee to the Tenant after the Terminating Date.
37. i) As security for the performance and observance by the Tenant of the terms and conditions of this lease, the Tenant must pay on or before the Commencing Date in favour of the Landlord a security deposit for the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee" (**Security Deposit**). The Security Deposit must be paid to the Landlord's Agent or the Landlord's solicitor as directed by the Landlord. The Security Deposit must be held as specified on the front page of this lease under the heading "Security Deposit/Bank Guarantee". All costs and fees relating to the trust account (if any) must be at the Tenant's cost. The Tenant is not entitled to any interest earned on the Security Deposit if the Landlord directs the Landlord's Agent or the Landlord's solicitor to invest the Security Deposit in an interest bearing account. Any interest earned on the Security Deposit will be the property of the Landlord.
- ii) The Landlord, the Landlord's Agent or the Landlord's solicitor is entitled to deduct from the Security Deposit an amount equal to any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or any costs or expenses incurred by the Landlord or its Agent in rectifying any breach of this lease by the Tenant (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease). If a deduction is made from the Security Deposit, the Tenant must replace the amount deducted within 5 Business Days of written request by the Landlord, the Landlord's Agent or the Landlord's solicitor so that, at all times throughout the Term, the Security Deposit is for the amount required to be provided as stated on the front page of this lease. The Landlord and the Landlord's Agent are under no obligation to return the Security Deposit to the Tenant until after the later of the Terminating Date and all the Tenant's obligations under this lease having been satisfied.
  - iii) If the front page of this lease under the heading "Security Deposit / Bank Guarantee" indicates that the "Security Deposit/Bank Guarantee" is an amount equal to a number of months' rent plus GST, and the rent is increased pursuant to a rent review, the Tenant must, within 5 Business Days after being requested by the Landlord or the Agent to do so, pay to the Landlord an additional sum so that the amount of the security held by the Landlord is equal to the number of months' rent plus GST indicated on the front page of this lease at the increased rent.

**Essential Terms**

38. The parties agree that clauses 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 32, 33, 36 and 37 are essential terms of this lease.

**No Reliance**

39. The Tenant acknowledges that, except as stated in this lease, it has not relied on any representations made by or on behalf of the Landlord or the Landlord's Agent in relation to the subject matter of this lease and that the Tenant has relied on its own independent legal, financial, taxation and other professional advice before entering into this lease.

**Variation**

40. This lease may not be varied or modified unless evidenced in writing and signed by the parties.

**Severability**

41. If any part of this lease is invalid, illegal or unenforceable, then it must be treated as excluded from this lease and the remainder of this lease will remain unaffected by such exclusion.

**Entire Agreement**

42. This lease is the entire agreement between the parties in respect of its subject matter and supersedes all previous communications and representations by or on behalf of the parties in respect of that subject matter.

**Governing Law**

43. This lease is governed by the laws of the State of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts in that State.

**Privacy Policy**

44. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the Tenant referred to in this lease to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this lease and only applies to the extent that the Landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the Landlord appoints an agent to act for the Landlord, then this Privacy Policy will apply to the Landlord's agent's collection, use and disclosure of personal information on behalf of the Landlord.

The Landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the Tenant of any changes to this Privacy Policy by written notification to the Tenant. Any change to this Privacy Policy takes effect on the date of that written notification. The personal information the Tenant provides in connection with this lease or collected from other sources is necessary for the Landlord and (if appointed) the Landlord's agent to:

- i identify and verify the Tenant's identity;
- ii process and assess any application received in relation to the lease of the Premises;
- iii assess the Tenant's ability to meet their financial and other obligations under this lease;
- iv manage this lease and the Premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- v contact and liaise with goods and services providers as instructed by the Tenant and to provide those providers with the Tenant's personal information;
- vi comply with any applicable law;
- vii liaise and exchange information with the Tenant and the legal and other advisors of the Tenant, Landlord and (if appointed) the Landlord's agent in relation to or in connection with this lease;
- viii negotiate the lease for the Premises;
- ix process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- x comply with any dispute resolution process.

If the personal information is not provided by the Tenant, the Landlord and (if appointed) the Landlord's agent may not be able to carry out the steps described above.

Personal information collected about the Tenant may be disclosed by the Landlord or (if appointed) the Landlord's agent for the purpose for which it was collected, to other parties including to the Landlord (if the Landlord's agent is appointed), the Landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the Tenant, Landlord and (if appointed) the Landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the Tenant (including, without limitation, goods and services providers), as required by any applicable law and to any prospective or actual purchaser of the Premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the Landlord and/or the Landlord's agent. The Landlord and (if appointed) the Landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the Tenant from misuse, loss, unauthorised access, modification or disclosure.

Further, if the Tenant applies for the lease of the Premises via any third party letting business, including any online letting businesses, then the Tenant will have consented to the disclosure of its personal information by that business to the Landlord and (if appointed) the Landlord's agent. The Tenant consents to the Landlord and (if appointed) the Landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the Tenant fails to comply with its obligations under this lease, then that fact and other relevant personal information collected about the Tenant during the term of this lease may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The Landlord and (if appointed) the Landlord's agent may also use the Tenant's information including personal information for marketing and research purposes to inform the Tenant of products and services provided by the Landlord and (if appointed) the Landlord's agent, which the Landlord and (if appointed) the Landlord's agent consider may be of value or interest to the Tenant, unless the Tenant tells the Landlord or (if appointed) the Landlord's agent (see opt out option below) or has previously told the Landlord or (if appointed) the Landlord's agent not to.

If the Tenant does not wish to receive any information about such products and services then please tick this box:  or otherwise notify the Landlord and/or Landlord's agent using the contact details of the Landlord and/or Landlord's agent (as applicable) set out earlier in this lease.

The Tenant has the right to request access to any personal information held by the Landlord and (if appointed) the Landlord's agent which relates to them, unless the Landlord or (if appointed) the Landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the Landlord and the Landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the Landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the Tenant's personal information should be made in writing to the Landlord or (if appointed) the Landlord's agent at the contact details included in this lease. The Tenant has the right to request the correction of any personal information which relates to the Tenant that is inaccurate, incomplete or out-of-date.

By signing this lease, **the Tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the Tenant authorises** the Landlord and (if appointed) the Landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

**Definitions and Interpretation**

45. i 'Agent' in context with 'Landlord' includes the Landlord's real estate agent or managing agent and any other person authorised to act on behalf of the Landlord.
- ii 'Building' means the building in which the Premises are located.
- iii 'Business Day' means a day which is not a Saturday or Sunday and which is not a public holiday or a bank holiday in New South Wales.
- iv 'Current Market Rent' means the rent that would reasonably be expected to be paid for the Premises, as between a willing landlord and a willing tenant in an arm's length transaction (where the parties are each acting knowledgeably, prudently and without compulsion), determined on an effective rent basis, having regard to the following matters:
- a the provisions of this lease; and
- b the rent that would reasonably be expected to be paid for the Premises if they were unoccupied and offered for renting for the same or a substantially similar use to which the Premises may be put under this lease, but does not take into account rent concessions and other benefits that are frequently or generally offered to prospective tenants of unoccupied commercial premises.
- v 'Land' means the lot or parcel on which the Building is situated or of which the Premises form part, and includes any other land used by the Landlord from time to time in conjunction with the Building (for example, as a parking area).
- vi 'Landlord' includes the heirs, executors, administrators and assigns of the Landlord and, where the context permits, includes the Landlord's Agent.
- vii 'Landlord's Property' means all property owned by the Landlord in the Premises including but not limited to fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Landlord and which are not the Tenant's Property.
- viii 'Tenant' includes the executors, administrators and permitted assigns of the Tenant.
- ix 'Rent Review Date' means the relevant rent review date specified in clause 27.
- x 'Tenant's Property' means all fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Tenant, or brought onto the Premises by the Tenant or a person claiming through or under the Tenant, and which are not the Landlord's Property.
- xi 'Term' means the term of this lease as stated on the front page of this lease, and includes any further terms granted in accordance with this lease.
- xii Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- xiii Where two or more Tenants, Landlords or Guarantors are parties, the terms and conditions of this lease bind them jointly and severally and their obligations and liabilities under this lease are joint and several.
- xiv Headings in bold have been inserted to assist the parties but they do not form part of this lease.
- xv "Including" and similar expressions are not words of limitation.

**SPECIAL CONDITIONS**

Special conditions forming part of this lease are to be signed by the parties and attached.

**RULES AND REGULATIONS**

1. No sign, advertisement or notice must be inscribed or painted or affixed on any part of the outside or the inside of the Premises except of such colour, size and style and in such place upon or in the Building as are approved in writing by the Landlord. Upon request by the Tenant, interior signs on glass doors and on the directory tablets (as applicable) will be provided by the Landlord for the Tenant and at the Tenant's expense.
2. The Tenant must not obstruct any entrances or exits, driveways, lifts, passageways, halls, staircases or fire escapes in the Building (as the case may be) or use them or any part of them for any purpose other than for entering and exiting the Premises or the Building.
3. The Tenant must not obstruct or interfere with the rights of the Landlord or other tenants or occupiers in the Building or do anything that may cause annoyance, nuisance, danger, damage, disturbance or offence to other tenants or occupiers of the Building.
4. The Tenant must, at all times, comply with all applicable:
  - a regulations and directions of any public authority and with the terms of any insurance policy relating to the Building or its contents; and
  - b building regulations, guidelines and procedures including, without limitation, with respect to fire safety and emergency procedures.
5. The Tenant must not install or position any safe, heavy equipment or article in the Building without prior written consent of the Landlord. If the Landlord grants such consent, it may prescribe the maximum weight and the position in which the safe, equipment or article may be placed or secured, and may give directions and/or supervise the installation, positioning or securing of such safe, equipment or article at the Tenant's expense. The Tenant must make good, at the Tenant's expense, all damage caused to the Building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the Tenant has ownership, custody or control.
6. In the event of an emergency or other circumstance whereby any toilet or washroom on any floor of the Building are not available for use, the Landlord may temporarily withdraw the Tenant's right of exclusive use of any or all toilet or washroom facilities (if any) not affected by the emergency or circumstance, so as to ensure availability of these facilities to all occupants of the Building. No rental adjustment may be made in relation to this lease during such temporary arrangement.
7. The Tenant must give priority to passenger traffic if it uses any lift to transport any goods, equipment or furniture.

**PLEASE READ THIS LEASE CAREFULLY BEFORE AND AFTER EXECUTION**

We hereby enter into this lease and agree to all its conditions.

**SIGNED BY THE LANDLORD – where the Landlord is an individual**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Landlord/  
Authorised Representative**

**Date**



2/3/2024

**Name of Signatory (this must be stated)**

Lorraine Young

**Authority of Signatory (delete whichever is not applicable)**

Power of Attorney  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Witness**

**Date**





**Name of Witness (this must be stated)**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Landlord/  
Authorised Representative**

**Date**





**Name of Signatory (this must be stated)**

**Authority of Signatory (delete whichever is not applicable)**

Power of Attorney  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Witness**

**Date**





**Name of Witness (this must be stated)**

**SIGNED BY THE LANDLORD - where the Landlord is a corporation**

*(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of

ACN

pursuant to sections 127 and 128 of the *Corporations Act 2001* (Cth):

Signature of Director / Secretary /  
Authorised Representative

Date

[Signature and Date boxes for Landlord]

Name of Signatory *(this must be stated)*

Authority of Signatory *(delete whichever is not applicable)*

Director / Secretary / Authorised Officer / Attorney  
*(attach a copy of Power of Attorney if applicable)*

Signature of Director / Secretary /  
Authorised Representative

Date

[Signature and Date boxes for Landlord]

Name of Signatory *(this must be stated)*

Authority of Signatory *(delete whichever is not applicable)*

Director / Secretary / Authorised Officer / Attorney  
*(attach a copy of Power of Attorney if applicable)*

**SIGNED BY THE TENANT - where the Tenant is an individual**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Tenant /  
Authorised Representative

Date

[Signature and Date boxes for Tenant]

Name of Signatory *(this must be stated)*

Authority of Signatory *(delete whichever is not applicable)*

Power of Attorney  
*(attach a copy)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date

[Signature and Date boxes for Witness]

Name of Witness *(this must be stated)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Tenant /  
Authorised Representative

Date

[Signature and Date boxes for Tenant]

Name of Signatory *(this must be stated)*

Authority of Signatory *(delete whichever is not applicable)*

Power of Attorney  
*(attach a copy)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date

[Signature and Date boxes for Witness]

Name of Witness *(this must be stated)*

**SIGNED BY THE TENANT - where the Tenant is a corporation**

*(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of

*PKS Property Services Pty Ltd*

ACN

pursuant to sections 127 and 128 of the *Corporations Act 2001* (Cth):

Signature of Director / Secretary /  
Authorised Representative

Date

[Signature and Date boxes for Tenant]

Name of Signatory *(this must be stated)*

Kurya Sant

Authority of Signatory *(delete whichever is not applicable)*

Director / Secretary / Authorised Officer / Attorney  
*(attach a copy of Power of Attorney if applicable)*

Signature of Director / Secretary /  
Authorised Representative

Date

[Signature and Date boxes for Tenant]

Name of Signatory *(this must be stated)*

Authority of Signatory *(delete whichever is not applicable)*

Director / Secretary / Authorised Officer / Attorney  
*(attach a copy of Power of Attorney if applicable)*

**SIGNED BY THE GUARANTOR**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Guarantor/  
Authorised Representative

Date



05/02/24

Name of Signatory (this must be stated)

Surya Kant

Authority of Signatory (delete whichever is not applicable)

Power of Attorney  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date



05/2/24

Name of Witness (this must be stated)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Guarantor/  
Authorised Representative

Date



Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date



Name of Witness (this must be stated)

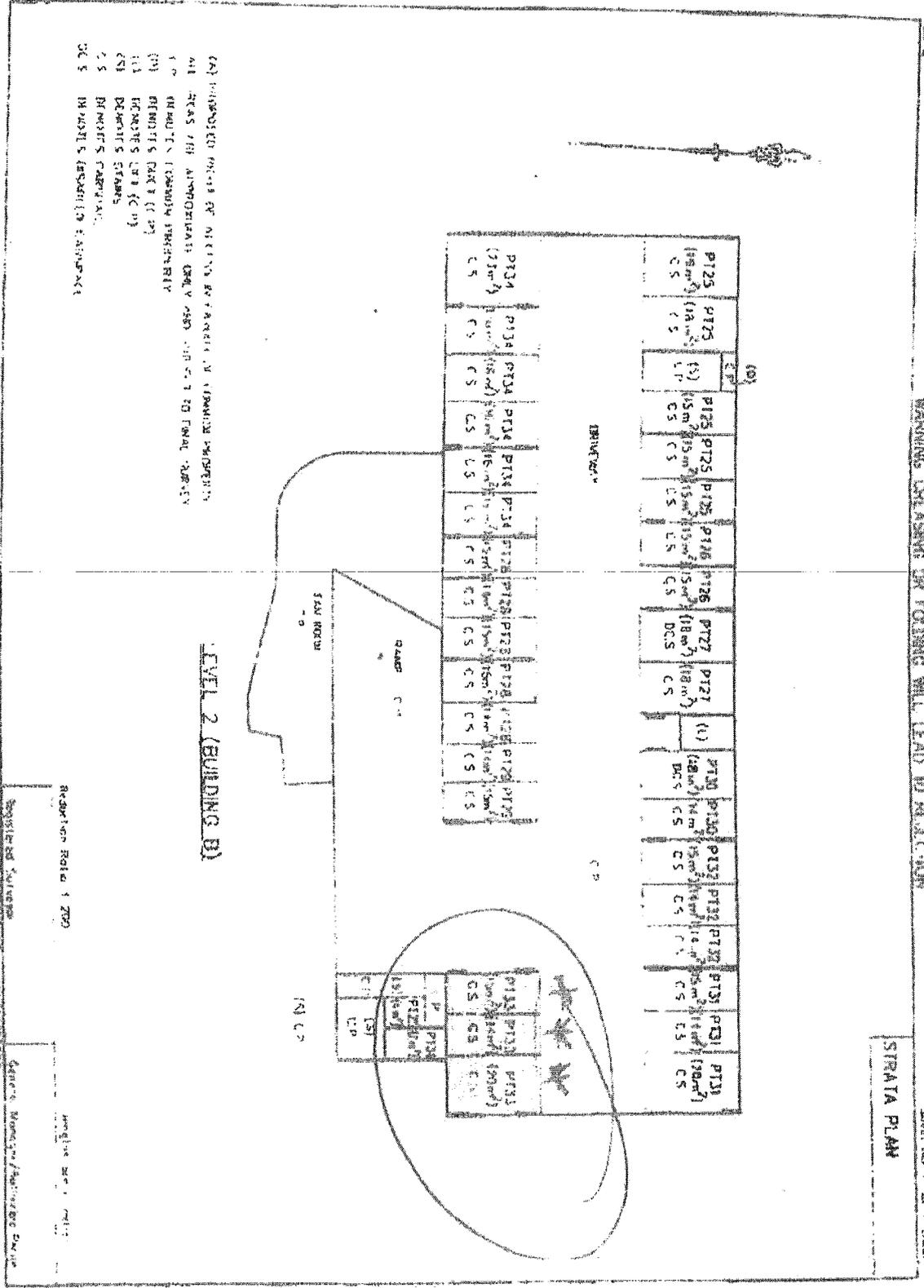
*Byline & Duggan  
S.P.*

SP2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN

Sheet No. 4 of 3 Sheets



- (A) DIMENSIONS GIVEN ON PLANS ARE APPROXIMATE. DIMENSIONS SHOWN ON THE AS-BUILT DRAWINGS SHALL BE THE FINAL DIMENSIONS.
- (B) DIMENSIONS GIVEN ON PLANS ARE APPROXIMATE. DIMENSIONS SHOWN ON THE AS-BUILT DRAWINGS SHALL BE THE FINAL DIMENSIONS.
- (C) DIMENSIONS GIVEN ON PLANS ARE APPROXIMATE. DIMENSIONS SHOWN ON THE AS-BUILT DRAWINGS SHALL BE THE FINAL DIMENSIONS.
- (D) DIMENSIONS GIVEN ON PLANS ARE APPROXIMATE. DIMENSIONS SHOWN ON THE AS-BUILT DRAWINGS SHALL BE THE FINAL DIMENSIONS.
- (E) DIMENSIONS GIVEN ON PLANS ARE APPROXIMATE. DIMENSIONS SHOWN ON THE AS-BUILT DRAWINGS SHALL BE THE FINAL DIMENSIONS.
- (F) DIMENSIONS GIVEN ON PLANS ARE APPROXIMATE. DIMENSIONS SHOWN ON THE AS-BUILT DRAWINGS SHALL BE THE FINAL DIMENSIONS.
- (G) DIMENSIONS GIVEN ON PLANS ARE APPROXIMATE. DIMENSIONS SHOWN ON THE AS-BUILT DRAWINGS SHALL BE THE FINAL DIMENSIONS.
- (H) DIMENSIONS GIVEN ON PLANS ARE APPROXIMATE. DIMENSIONS SHOWN ON THE AS-BUILT DRAWINGS SHALL BE THE FINAL DIMENSIONS.
- (I) DIMENSIONS GIVEN ON PLANS ARE APPROXIMATE. DIMENSIONS SHOWN ON THE AS-BUILT DRAWINGS SHALL BE THE FINAL DIMENSIONS.
- (J) DIMENSIONS GIVEN ON PLANS ARE APPROXIMATE. DIMENSIONS SHOWN ON THE AS-BUILT DRAWINGS SHALL BE THE FINAL DIMENSIONS.

Reduction Ratio: 1:200  
Scale: 1:200  
Date: 23/02/85  
Author: M. J. Duggan

*Annexure 'A'*

