

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b> vendor's agent	<b>MEANING OF TERM</b> McGrath Castle Hill  Unit 11, 11 / 1 Terminus Street, Castle Hill, NSW 2154	<b>NSW DAN:</b> <b>phone:</b> 02 9680 5900 <b>email:</b> mareemccrorie@mcgrath.com.au <b>ref:</b> Maree Mccrorie
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**co-agent**

**vendor** Kaustubh Maithani

<b>vendor's solicitor</b>	Sunfield Chambers Solicitors & Associates Pty Ltd Suite 2202, Level 22 31 Market Street Sydney NSW 2000	<b>phone:</b> 02 9267 1112 <b>email:</b> amy.zhu@schambers.com.au <b>ref:</b> CL001415
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**date for completion** 42nd day after the date of this contract (clause 15)

**land (address, plan details and title reference)** Building A Unit 305 100 FAIRWAY DR NORWEST NSW 2153  
Lot 20 STRATA PLAN 101404  
Folio Identifier 20/SP101404

VACANT POSSESSION     subject to existing tenancies

**improvements**     HOUSE     garage     carport     home unit     carspace     storage space  
 none     other:

**attached copies**     documents in the List of Documents as marked or as numbered:  
 other documents:

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

**inclusions**

<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
<input type="checkbox"/> other:			

**exclusions**

**purchaser**

**purchaser's solicitor**

**price**

**deposit** \_\_\_\_\_ (10% of the price, unless otherwise stated)

**balance**

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

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

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

**buyer's agent**

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

## SIGNING PAGE

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

**Choices**

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

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

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

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

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

**Land tax** is adjustable  NO  yes

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

Strata Sense  
 Suite 903, 418a Elizabeth Street, Surry Hills NSW 2010  
 stratasense.com.au  
 Phone: 1300 859 044

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

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## SPECIAL CONDITIONS

### 33. Purchaser's acknowledgments

- 33.1 The purchaser agrees that no reliance has been made upon any warranty or representation by the vendor or any person on behalf of the vendor except as expressly provided in this contract. This contract constitutes the whole agreement between the parties and that the purchaser has relied entirely upon the purchaser's own enquiries relating to, and inspection of, the property, all improvements and any items of inclusion referred to on the front page of this contract and in relation to the use to which the property may be put.
- 33.2 The purchaser acknowledges that the purchaser is purchasing the property in its present state of repair and condition and will make no objection, requisition or claim for compensation, or delay completion or threaten to delay completion, or rescind or terminate or threaten to rescind or terminate, concerning the state of repair or condition of the property or any latent or patent defect in quality in the property.
- 33.3 The Vendor will make available for collection from the Vendor's Agent or Solicitor upon completion such keys, cards, controls and codes that are in his possession to access or secure the improvements located on the Property, but does not warrant the same (or more than one) are available for all relevant locks, alarms or access points.
- 33.4 The purchaser must satisfy him/herself on all matters (including availability of service) relating to the use of the property because the vendor gives no warranty as to the use to which the property may be put.

The purchaser will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or otherwise.

If the use to which the vendor has put the property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise, the purchaser must obtain consent at the purchaser's own expense.

Completion of this Contract will not be conditional or dependent upon any matter referred to in this clause.

- 33.5 The Vendor discloses to the purchaser that State Environmental Planning Policy 28 has been repealed and that some of the provisions of State Environmental Planning Policy 25 and Sydney Regional Environmental Plan 12 that allowed subdivision of dual occupancies have been repealed and that the attached certificate under S10.7 of the Environmental Planning and Assessment Act 1979 may be inaccurate in respect of those matters. The Purchaser shall not raise any requisition or objection nor make any claim for compensation in respect of any such inaccuracy.
- 33.6 For avoidance of doubt, if there is a swimming pool or spa on the Property, the Vendor does not warrant that the swimming pool on the Property complies with the requirements imposed by the *Swimming Pools Act 1992 (NSW)* or any current Act in relation to swimming pools. The Purchaser agrees that after Completion, it will comply with any statutory requirement relating to access to the swimming pool and the erection of a warning notice. The Purchaser must accept the swimming pool (including its fences, gates and various paraphernalia as they exist at the date of the Contract) in its present conditions despite any notice issued by a competent authority before Completion relating to the swimming pool.

### **34 Interest & Charges**

- 34.1 If completion of this contract takes place after the completion date, it is an essential condition of this contract that the purchaser pay to the vendor on completion, unless the delay is solely caused by the Vendor, in addition to the other moneys payable under this contract, the amount obtained by applying a simple interest formula of 10% per annum to the balance of the price and calculated on a daily basis from but not including the completion date stipulated on this contract to and including the date upon which this contract is completed.
- 34.2 The vendor shall be entitled to recover from the purchasers as liquidated damages payable on completion the sum of three hundred and eighty five dollars (\$385.00) inclusive of GST to cover legal additional costs and other expenses incurred by the Vendor as a consequence of issuing a Notice to Complete against the Purchaser. The amount is to be allowed by the purchaser as an additional adjustment on completion.
- 34.3 If the Purchaser fails to attend or effect settlement (through no fault of the Vendor) after settlement arrangements have been made, the Purchaser must allow on Completion to the Vendor an amount of \$165 (GST inclusive) for each occasion a failure occurs on the scheduled day. This amount represents the additional legal costs incurred by the Vendor for each additional settlement Vendor's Solicitors are required to arrange.
- 34.4 This clause 34 is an essential term of the Contract.

### **35 Agent**

- 35.1 The purchaser warrants to the vendor that the purchaser has not been introduced to the property by any real estate agent except the vendor's agent named in this contract and the purchaser indemnifies the vendor against any claim for commission which might be made by an agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending such a claim.

### **36. Foreign persons**

- 36.1 The purchaser warrants that:
- (a) EITHER, the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* requiring the obtaining of approval to this transaction do not apply to the purchaser and this purchase;
  - (b) OR, the purchaser has already obtained the relevant approval in relation to this purchase.
- 36.2 In the event of there being a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs, which may be incurred by the vendor as a consequence thereof. This clause shall not merge on completion.

### **37. Notice to complete**

- 37.1 It is hereby agreed that the notice to complete provision referred to in Clause 15 hereof shall be a fourteen (14) day notice to complete making time of the essence of this contract and such time shall be deemed sufficient by both parties, at law and equity.

### **38. Amendments to printed Forms**

For all purposes of this contract, the terms of the printed contract to which these clauses are annexed are amended as follows:

- 38.1 Clauses 2.2 and 4.1 by deleting the word "Normally";
- 38.2 Clause 7.1.- replace "5%" with "2%";
- 38.3 Clause 8 – delete the words "on reasonable grounds" in the first line of clause 8.1.1 and delete the words "and those grounds" in the first line of clause 8.1.2;

- 38.4 Clause 12- delete subclauses 12.1 and 12.2;  
38.5 Clause 14.4.2- the first bullet point is deleted and is replaced by “if the vendor owns other properties, the amount adjustable on Completion shall be determined in accordance with the following formulas:

$T = A \times B/C$  where

T = land tax amount adjustable on Completion

A = total land tax payable by the vendor in the relevant land tax year. B = the land tax value of the Property hereby sold

C = the total land tax value of all properties owned by the vendor (excluding any properties that are exempted from land tax assessment).

- 38.6 Clause 14.4.2 – the second bullet point is deleted;  
38.7 Clause 18.7 by substituting “the rent or fee payable is 0.1% of the purchase price per week“ for the words “none is payable”;  
38.8 Clause 23.13 is deleted;  
38.9 Clause 23.14 is deleted;  
38.10 Clause 23.6.1 is deleted;  
38.11 Clause 23.6.2 is deleted;  
38.12 Clause 23.9 is deleted.

### **39 Regulations**

- 39.1 The purchaser(s) warrant that all pages of all documents required to be included in this Contract by the *Conveyancing (Sale of Land) Regulation 2005* have been included.

### **40 Deposit**

- 40.1 Notwithstanding the deposit amount shown on the Contract front page the Parties agree that the deposit payable pursuant to this Contract is ten per cent (10%) of the Price.

If the purchaser has paid a deposit less than ten (10%) of the purchase price and in the event the vendor becomes entitled to terminate this agreement, then the vendor shall be entitled, in addition to any rights and remedies available at law or equity, to sue the purchaser for the difference between ten 10% of the purchase price and the amount of deposit actually paid.

- 40.2 The purchaser hereby agrees to release to the vendor the deposit moneys paid herein for the purpose of deposit or stamp duty payable on the purchase of another property by the vendor, if required, provided that such amount shall only be paid into the trust account of a solicitor or real estate agent or Revenue NSW stamp duty payment account. The purchaser agrees that this clause is sufficient authority for the vendor’s agent to release the deposit and that no further authority from the purchaser is required.

### **41. Requisitions**

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

### **42. Guarantee & Indemnity**

- 42.1 If the purchaser is a company, then the provisions of this clause 42 apply and the directors of the purchaser company (both jointly and severally) shall be known as “the Guarantor”  
42.2 The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the vendor including, without Limitation, the agreement of the vendor to enter into this contract.  
42.3 The Guarantor unconditionally and irrevocably guarantees payment to the vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual

performance of the purchaser's obligations under this contract.

- 42.4 If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the Guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
- 42.5 If the purchaser does not duly and punctually perform its obligations in accordance with the terms of the document under which they are to be performed, then the guarantor agrees to perform those obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
- 42.6 As a separate undertaking, the guarantor indemnifies the vendor against:
- (a) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Money not being recoverable from the Guarantor under clauses 42.4 and 4.5 or from the purchaser because of any circumstance whatsoever; and
  - (b) all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guarantor's and / or the purchaser's obligations not being duly and punctually performed because of any circumstance whatsoever.
  - (c) This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all of the Guarantor's obligations. The guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 42.7 The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or equity including, without limitation, one or more of the following:
- (a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;
  - (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
  - (c) any variation or novation of a right of the vendor, or alteration of this contract or a document, in respect of the purchaser.
- 42.8 as long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the obligations of the purchaser or any of them remain unperformed, the guarantor may not, without the consent of the vendor:
- (a) make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the purchaser or its property; or
  - (b) prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.
- 42.9 The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.
- 42.10 This clause 42 is an essential term of this contract.

**43. Finance**

- 43.1 The Purchaser expressly warrants to the Vendor that they either hold a current loan approval in an amount and upon terms which they consider to be reasonable and fully satisfactory and sufficient to enable completion of this contract within the time stipulated and upon the terms and conditions set out herein or do not require finance to complete this Contract.
- 43.2 The Purchaser acknowledges that the Vendor relies upon this warranty in entering into this Contract and that the Vendor may enter into further contractual obligations on or after the date of this contract in reliance upon this warranty.
- 43.3 The Purchaser further acknowledges that it shall remain liable to the Vendor for all damages arising from breach of this warranty notwithstanding any right which the Purchaser may have pursuant to the *Uniform Credit Code*.

**44. GST**

- 44.1 In this clause:

“GST” refers to the Goods and Services Tax under a *New Tax System (Goods and Services Tax) Act 1999* (“GST Act”) and the terms used hereunder have the meanings as defined in the GST Act.

- 44.2 The vendor is and has been occupying the property as a residence and it is residential premises under the GST Act.
- 44.3 The purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.
- 44.4 In the event of the vendor being liable for GST, because of the purchaser’s failure to comply with clause 44.3:
- (a) the purchaser agrees to pay to the vendor within 14 days after the vendor’s liability for GST on this sale is confirmed by correspondence or assessment from the Commissioner, the amount of the GST, including any additional penalty and interest.
  - (b) The vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form, which complies with the GST Act and regulations.

**45. Caveat**

The Purchaser must not register any caveat against any of the Certificate of Title relating to the Land or Property notifying its interest under the Contract. This is an essential term of the Contract.

**46. Special Levy**

Where a special levy is payable from the date of this Contract, the Purchaser shall be responsible for such special levy, regardless of when the special levy was issued. This clause shall not merge on completion.

**47. Section 184/Section 26 certificate**

The Vendor is not obliged to provide a section 184/section 26 certificate to the Purchaser, however authorises the Purchaser to apply for the section 184/section 26 certificate at their own cost. In the event that the Vendor provides the section 184/section 26 certificate to the Purchaser, the Purchaser shall reimburse the Vendor for the fee for the section 184/section 26 certificate as an adjustment on completion.

**48. Payment of Land Tax on completion**

The Vendor may elect to pay any outstanding land tax on completion. The parties acknowledge that the requirement of Standard Clause 16.6 shall be deemed to have been satisfied if the Vendor includes in the payment directions a payment to the Revenue NSW for the amount of outstanding land tax payable in order to obtain a land tax clearance certificate. The Purchaser shall make no objection, requisition or withhold any amount or delay settlement in relation to the land tax. This special condition does not merge on completion.

**49. Cooling off**

Should the Purchaser request an extension to the cooling off period then the Purchaser shall allow the sum of \$110.00 to the Vendor for the additional conveyancing costs related to the extension of cooling off period at completion.

**50. Order on Depositholder**

When Completion of this Contract is effected as an electronic transaction, it is an essential term of this Contract that the Purchaser must provide to the Vendor prior to completion, an authority in writing to the depositholder for the release of the deposit. This authority will be held in escrow by the Vendor's solicitor until settlement is effected.

**51. Delayed Figures**

The Purchaser must serve the draft settlement adjustment figures and supporting documents to the Vendor's solicitors at least three (3) business days (which does not include the date the figure are served/provided and the completion date) before the completion date, for the avoidance of doubt, the completion date being the contractual completion date, any date fixed as per, a Notice to Complete or extended date or any other mutually agreed date.

If the Purchaser fails to serve the draft settlement adjustment figures and supporting documents to the Vendor's solicitors at least three (3) clear business days before the completion date, the Purchaser shall pay an additional sum of one hundred and ten dollars (\$110.00) inclusive of GST to Vendor solicitor/conveyancer to cover extra- legal cost for the Vendor.

**52. Interpretation**

Where there is any inconsistency between the standard clauses and the special conditions, the special conditions will prevail.

Execution by the Guarantors

**- and\_ acknowledge that by signing this document they provide a guarantee. They further acknowledge that by signing this document, they have sought and received independent legal advice on their obligations as guarantors.**

Signed by)  
Guarantor in the presence)  
of )

.....

.....  
Witness

.....  
Full Name of Witness

.....  
Address of Witness

**Strata Title Residential Property  
Requisitions on title and replies**

**Property:**

**Vendor:**

**Purchaser:**

**Date:**

Requisitions	Replies
<b>Possession and tenancies</b>	
1. Vacant possession of the property must be given on completion unless the contract provides otherwise.	
2. Is anyone in adverse possession of the property or any part of it?	
3. (a) What are the nature and provisions of any tenancy or occupancy?	
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.	
(c) Please specify any existing breaches.	
(d) All rent should be paid up to or beyond the date of completion.	
(e) Please provide details of any bond together with the Rental Bond Board's reference number.	
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.	
4. Is the property affected by a protected tenancy? (a tenancy affected by parts 2, 3, 4 or 5 of the <i>Landlord and Tenant (Amendment) Act 1948</i> .)	
5. If the tenancy is subject to the <i>Residential Tenancies Act 1987</i> :	
(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.	
<b>Title</b>	
6. Subject to the contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.	

7.	On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under section 118 of the Strata Schemes Management Act 1996 (the Act).	
8.	When and where may the title documents be inspected?	
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.	Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.	
<b>Adjustments</b>		
11.	All outgoings referred to in clause 14.1 of the contract must be paid up to and including the date of completion.	
12.	Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:	
	(a) to what year has a return been made?	
	(b) what is the taxable value of the property for land tax purposes for the current year?	
<b>Survey and building</b>		
13.	Subject to the contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.	
14.	Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.	
15.	In respect of the property and the common property:	
	(a) Have the provisions of the <i>Local Government Act</i> , the <i>Environmental Planning and Assessment Act 1979</i> 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 <i>Environmental Planning and Assessment Act 1979</i> for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.	
(e)	In respect of any residential building work carried out in the last 7 years:	
(i)	please identify the building work carried out;	
(ii)	when was the building work completed?	
(iii)	please state the builder's name and licence number;	
(iv)	please provide details of insurance under the <i>Home Building Act 1989</i> .	
16.	Has the vendor (or any predecessor) or the owners corporation entered into any agreement with or granted any indemnity to the council or any other authority concerning any development on the property or the common property?	
17.	If a swimming pool is on the common property:	
(a)	when did construction of the swimming pool commence?	
(b)	Is the swimming pool surrounded by a barrier which complies with the requirements of the <i>Swimming Pools Act 1992</i> ?	
(c)	If the swimming pool has been approved under the <i>Local Government Act 1993</i> , please provide details.	
(d)	Are there any outstanding notices or orders?	
18. (a)	If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.	
(b)	Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?	
(c)	Has the vendor received any notice, claim or proceedings under the <i>Dividing Fences Act 1991</i> or the <i>Encroachment of Buildings Act 1922</i> ?	

<b>Affectations, notices and claims</b>	
19. In respect of the property and the common property:	
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?	
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?	
(c) Is the vendor aware of:	
(i) any road, drain, sewer or storm water channel which intersects or runs through them?	
(ii) any dedication to or use by the public of any right of way or other easement over any part of them?	
(iii) any latent defects in them?	
(d) Has the vendor any notice or knowledge of them being affected by the following:	
(i) any resumption or acquisition or proposed resumption or acquisition?	
(ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.	
(iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?	
(iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.	
(v) any realignment or proposed realignment of any road adjoining them?	
(vi) any contamination of them?	
<b>Owners corporation management</b>	
20. Has the initial period expired?	
21. If the property includes a utility lot, please specify the restrictions.	
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.	

23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?	
<b>Capacity</b>	
24. If the contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.	
<b>Requisitions and transfer</b>	
25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.	
26. If the vendor has or is entitled to have possession of the title deeds the certificate authentication code must be provided 7 days prior to settlement.	
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.	
28. The purchaser reserves the right to make further requisitions prior to completion.	
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.	



FOLIO: 20/SP101404

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SEARCH DATE	TIME	EDITION NO	DATE
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25/2/2025	3:18 PM	4	7/7/2022

LAND

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LOT 20 IN STRATA PLAN 101404  
AT NORWEST  
LOCAL GOVERNMENT AREA THE HILLS SHIRE

FIRST SCHEDULE

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KAUSTUBH MAITHANI (T AQ414538)

SECOND SCHEDULE (9 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101404
- 2 AQ156713 POSITIVE COVENANT
- 3 AQ156714 POSITIVE COVENANT
- 4 AQ156715 RESTRICTION(S) ON THE USE OF LAND
- 5 AQ156716 POSITIVE COVENANT
- 6 AQ156717 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1263621 EASEMENT FOR PADMOUNT SUBSTATION 2.815 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1263621
- 8 DP1263621 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE  
PART(S) SHOWN SO BURDENED IN DP1263621
- 9 AS286133 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP101404

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SEARCH DATE	TIME	EDITION NO	DATE
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25/2/2025	3:19 PM	3	29/6/2021

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 101404  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NORWEST  
LOCAL GOVERNMENT AREA THE HILLS SHIRE  
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP101404

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 101404

ADDRESS FOR SERVICE OF DOCUMENTS:

STRATA SENSE  
PO BOX 1115  
SURRY HILLS NSW 2010

SECOND SCHEDULE (18 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 2587 NO 211 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE  
DESCRIBED AFFECTING THE LAND SHOWN AS "RIGHT OF WAY  
20.115 WIDE" IN DP247442
- 3 BK 2589 NO 212 COVENANT
- 4 DP247442 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1210647 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (4) IN THE S.88B INSTRUMENT
- 6 DP1210647 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (5) IN THE S.88B INSTRUMENT
- 7 DP1210647 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (6) IN THE S.88B INSTRUMENT
- 8 DP1210647 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE  
S.88B INSTRUMENT
- 9 DP1210647 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE  
S.88B INSTRUMENT
- 10 AQ156713 POSITIVE COVENANT
- 11 AQ156714 POSITIVE COVENANT
- 12 AQ156715 RESTRICTION(S) ON THE USE OF LAND
- 13 AQ156716 POSITIVE COVENANT
- 14 AQ156717 RESTRICTION(S) ON THE USE OF LAND
- 15 DP1263621 EASEMENT FOR PADMOUNT SUBSTATION 2.815 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1263621

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 25/2/2025

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101404

PAGE 2

SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)

- 16 DP1263621 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1263621
- 17 AR74954 CONSOLIDATION OF REGISTERED BY-LAWS
- 18 AR74954 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 101404

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	38	2	53	3	49	4	48
5	38	6	44	7	49	8	52
9	31	10	42	11	44	12	69
13	69	14	32	15	42	16	45
17	69	18	69	19	32	20	43
21	46	22	70	23	70	24	33
25	43	26	46	27	70	28	70
29	33	30	44	31	47	32	70
33	70	34	33	35	46	36	47
37	70	38	70	39	34	40	47
41	48	42	71	43	71	44	34
45	47	46	48	47	71	48	71
49	35	50	48	51	49	52	71
53	71	54	35	55	48	56	48
57	71	58	71	59	35	60	49
61	48	62	43	63	52	64	48
65	43	66	52	67	74	68	49
69	43	70	52	71	74	72	50
73	43	74	53	75	74	76	45
77	43	78	53	79	75	80	45
81	43	82	54	83	75	84	46
85	43	86	55	87	75	88	46
89	43	90	55	91	75	92	46
93	44	94	56	95	76	96	46
97	44	98	56	99	76	100	47
101	44	102	57	103	76	104	32
105	41	106	34	107	33	108	41
109	41	110	32	111	44	112	32
113	34	114	34	115	33	116	41
117	41	118	41	119	45	120	32
121	35	122	34	123	33	124	42
125	41	126	41	127	45	128	33
129	35	130	34	131	33	132	42
133	42	134	42	135	47	136	33
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141	42	142	48	143	33	144	36
145	46	146	33	147	42	148	42

END OF PAGE 2 - CONTINUED OVER

CL001415...

PRINTED ON 25/2/2025

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101404

PAGE 3

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

STRATA PLAN 101404

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
149	- 49	150	- 34	151	- 36	152	- 47
153	- 33	154	- 43	155	- 43	156	- 49
157	- 34	158	- 43	159	- 47	160	- 34
161	- 43	162	- 43	163	- 50	164	- 34
165	- 43	166	- 48	167	- 34	168	- 43
169	- 43	170	- 50	171	- 34	172	- 44
173	- 52	174	- 44	175	- 44	176	- 51
177	- 35	178	- 45	179	- 52	180	- 44
181	- 44	182	- 34	183	- 54	184	- 45
185	- 31	186	- 37	187	- 46	188	- 38
189	- 30	190	- 30	191	- 40	192	- 40
193	- 46	194	- 41	195	- 32	196	- 32
197	- 40	198	- 41	199	- 46	200	- 42
201	- 33	202	- 33	203	- 41	204	- 42
205	- 42	206	- 42	207	- 33	208	- 33
209	- 52	210	- 42	211	- 43	212	- 34
213	- 34	214	- 53	215	- 43	216	- 43
217	- 34						

NOTATIONS

DP1106269 NOTE: PLAN OF PROPOSED ACQUISITION  
DP1198944 NOTE: PLAN OF ACQUISITION

UNREGISTERED DEALINGS: NIL

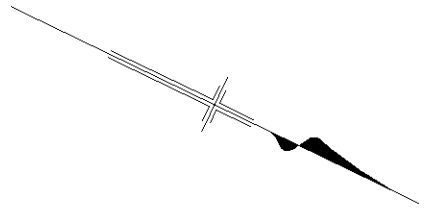
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CL001415...

PRINTED ON 25/2/2025

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

LOCATION PLAN



(A) EASEMENT FOR PADMOUNT SUBSTATION 2.815 WIDE (DP1263621)  
(B) RESTRICTION ON THE USE OF LAND (DP1263621)

DP1233538

PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647

Surveyor:  
ALEXANDER RICHARDSON  
Date: 15/06/2020  
Surveyor's Ref: 7825

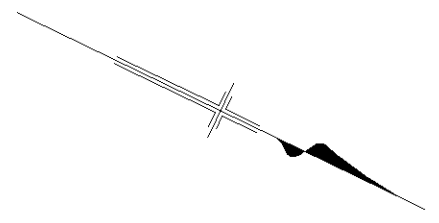
L G A: THE HILLS SHIRE  
Locality: NORTHWEST  
Reduction Ratio 1:400  
Lengths are in metres.



REGISTERED  
13/08/2020

SP101404

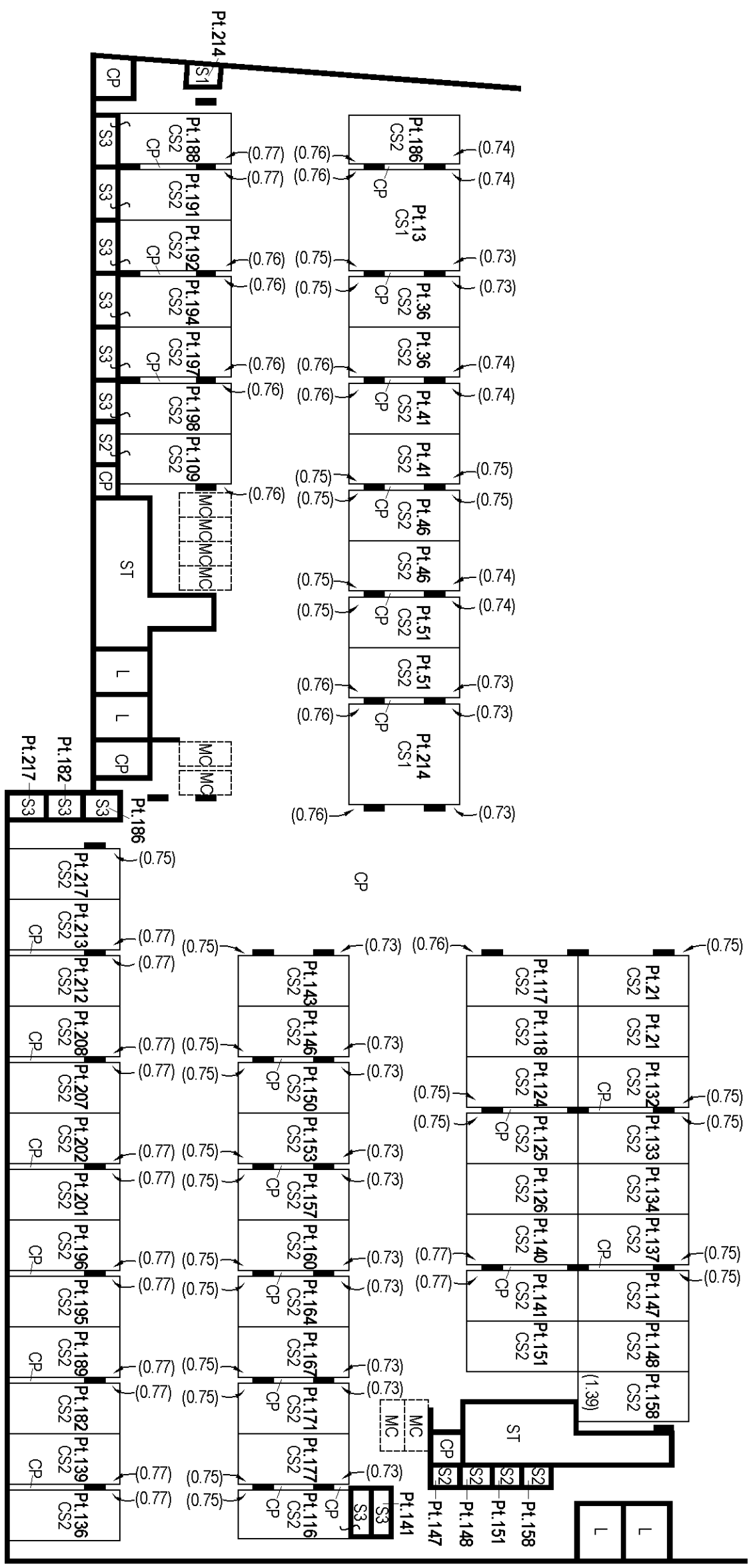
CP COMMON PROPERTY



Car Space Schedule		
Tag	Size	Area(m <sup>2</sup> )
CS1	5X5.5	27
CS2	2.5X5.5	14

UNLESS OTHERWISE SHOWN

Storage Schedule		
Tag	Area(m <sup>2</sup> )	
S1	1	
S2	2	
S3	3	



SEE SHEET 3 FOR CONTINUATION

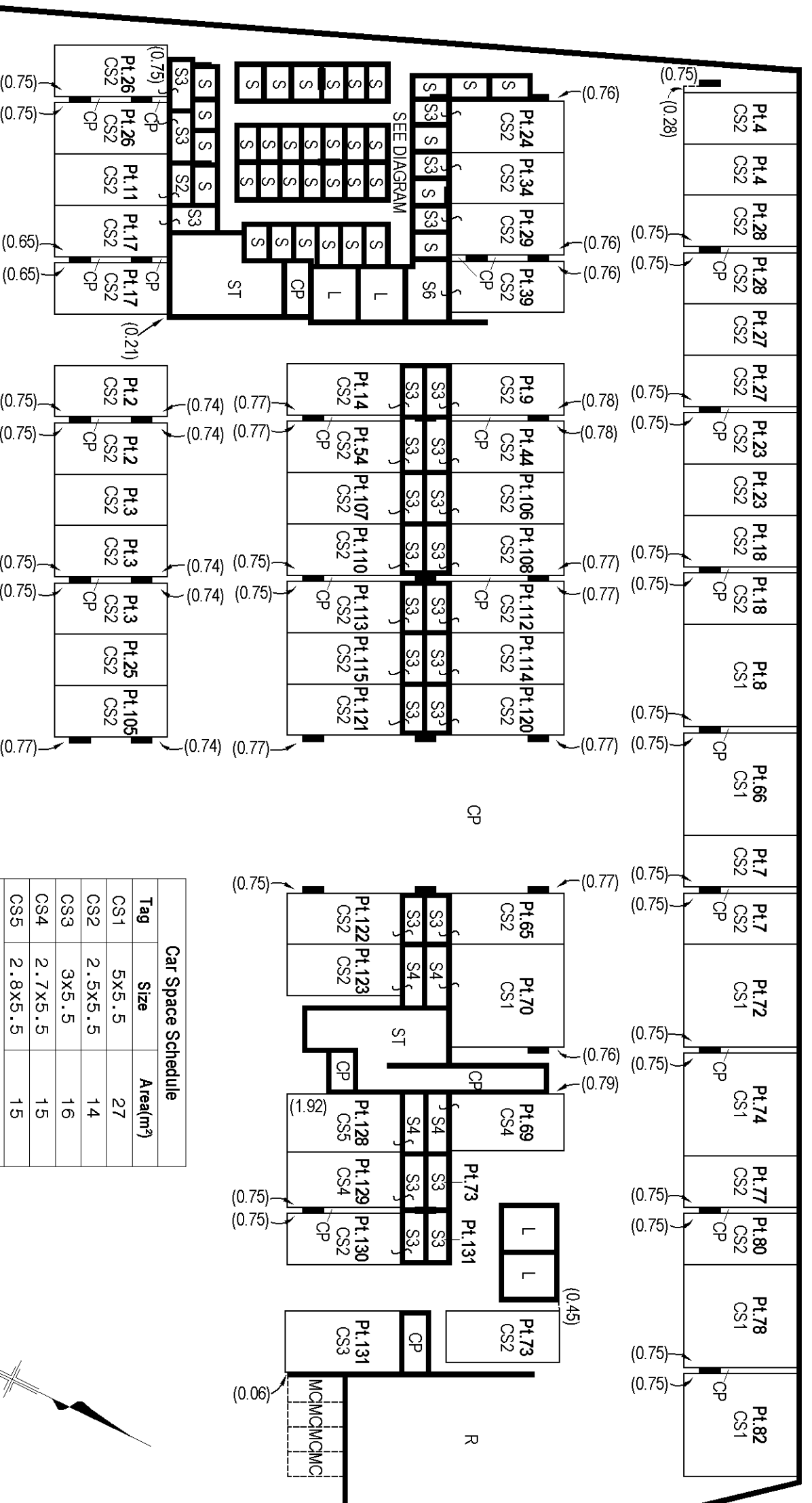
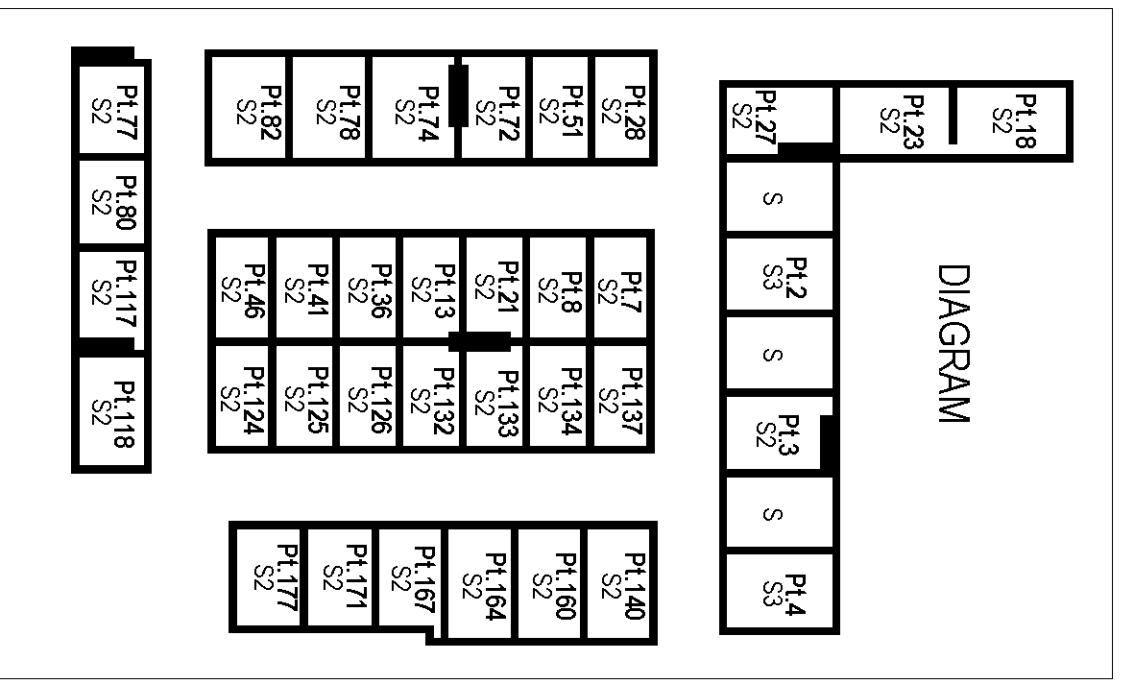
**NOTES:**  
 ALL ANGLES ARE RIGHT ANGLES  
 REFER TO CAR SPACE AND STORAGE SCHEDULES FOR DIMENSIONS AND AREA DETAILS  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**BASEMENT 3  
 FLOOR PLAN**

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
L	LIFT (CP)
MC	MOTORCYCLE PARKING (CP)
ST	STAIRS (CP)

— PROLONGATION OF FACE OF COLUMN OR WALL

Surveyor: <b>ALEXANDER RICHARDSON</b> Date: 15/06/2020 Surveyor's Ref: 7825	<b>PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647</b>
L.G.A.: THE HILLS SHIRE Locality: NORTHWEST Reduction Ratio 1:250 Lengths are in metres.	REGISTERED  13/08/2020
SP101404	



SEE SHEET 2 FOR CONTINUATION

Tag	Size	Area(m <sup>2</sup> )
CS1	5X5.5	27
CS2	2.5X5.5	14
CS3	3X5.5	16
CS4	2.7X5.5	15
CS5	2.8X5.5	15

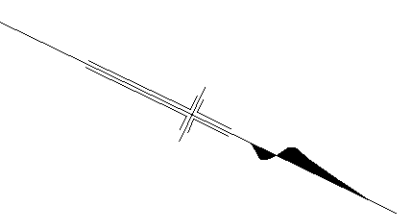
UNLESS OTHERWISE SHOWN

Tag	Area(m <sup>2</sup> )
S2	2
S3	3
S4	4
S6	6

**BASEMENT 3 FLOOR PLAN**

PROLONGATION OF FACE OF COLUMN OR WALL

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
L	LIFT (CP)
MC	MOTORCYCLE PARKING (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)



**NOTES:**  
 ALL ANGLES ARE RIGHT ANGLES  
 REFER TO CAR SPACE AND STORAGE SCHEDULES FOR DIMENSIONS AND AREA DETAILS  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

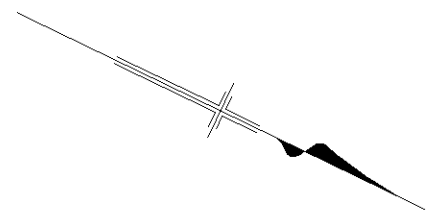
**PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647**

Surveyor:  
 ALEXANDER RICHARDSON  
 Date: 15/06/2020  
 Surveyor's Ref: 7825

L G A: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1:250  
 Lengths are in metres.

REGISTERED  
 13/08/2020

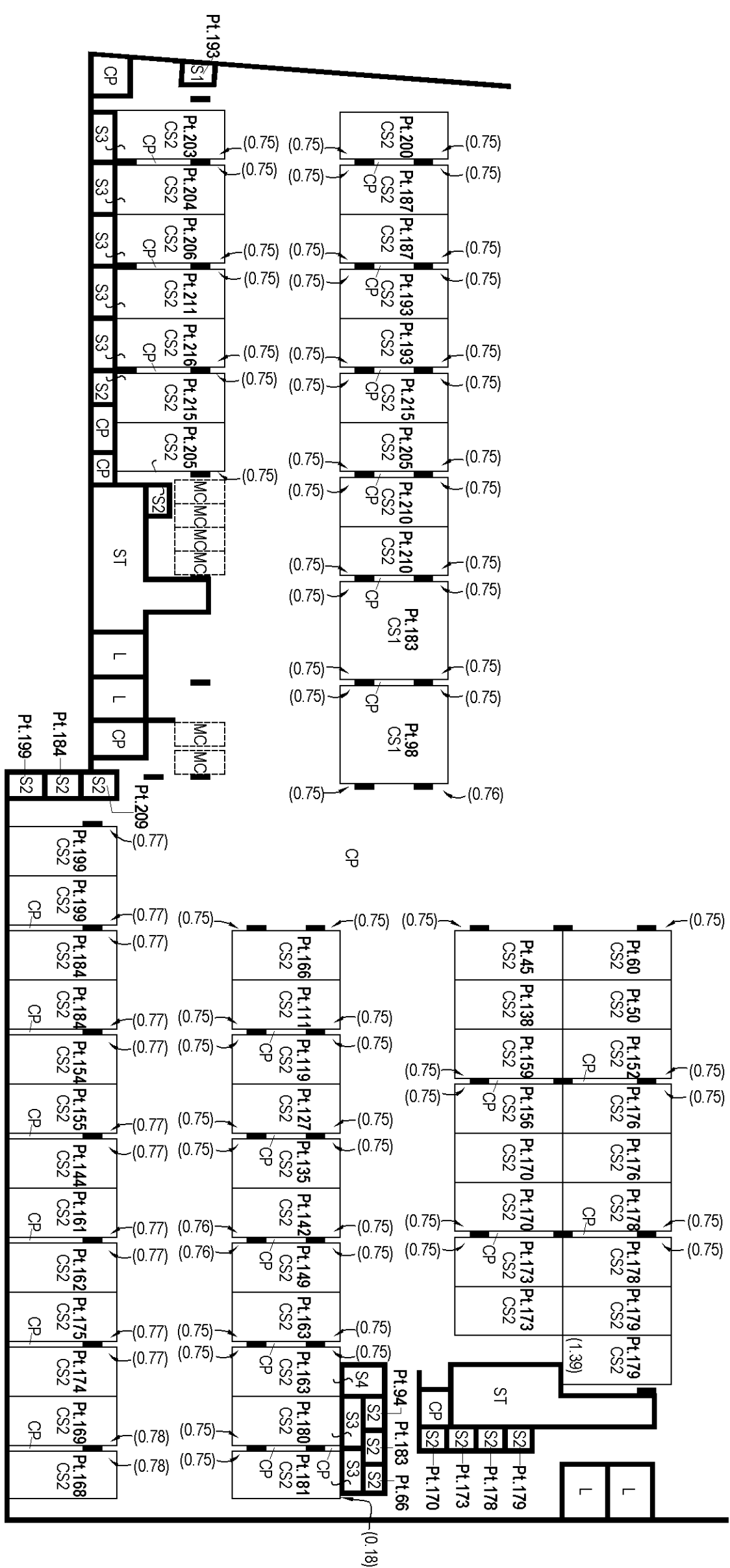
**SP101404**



Car Space Schedule		
Tag	Size	Area(m <sup>2</sup> )
CS1	5X5.5	27
CS2	2.5X5.5	14
UNLESS OTHERWISE SHOWN		

Storage Schedule		
Tag	Area(m <sup>2</sup> )	
S1	1	
S2	2	
S3	3	
S4	4	

**NOTES:**  
 ALL ANGLES ARE RIGHT ANGLES  
 REFER TO CAR SPACE AND STORAGE SCHEDULES FOR DIMENSIONS AND AREA DETAILS  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



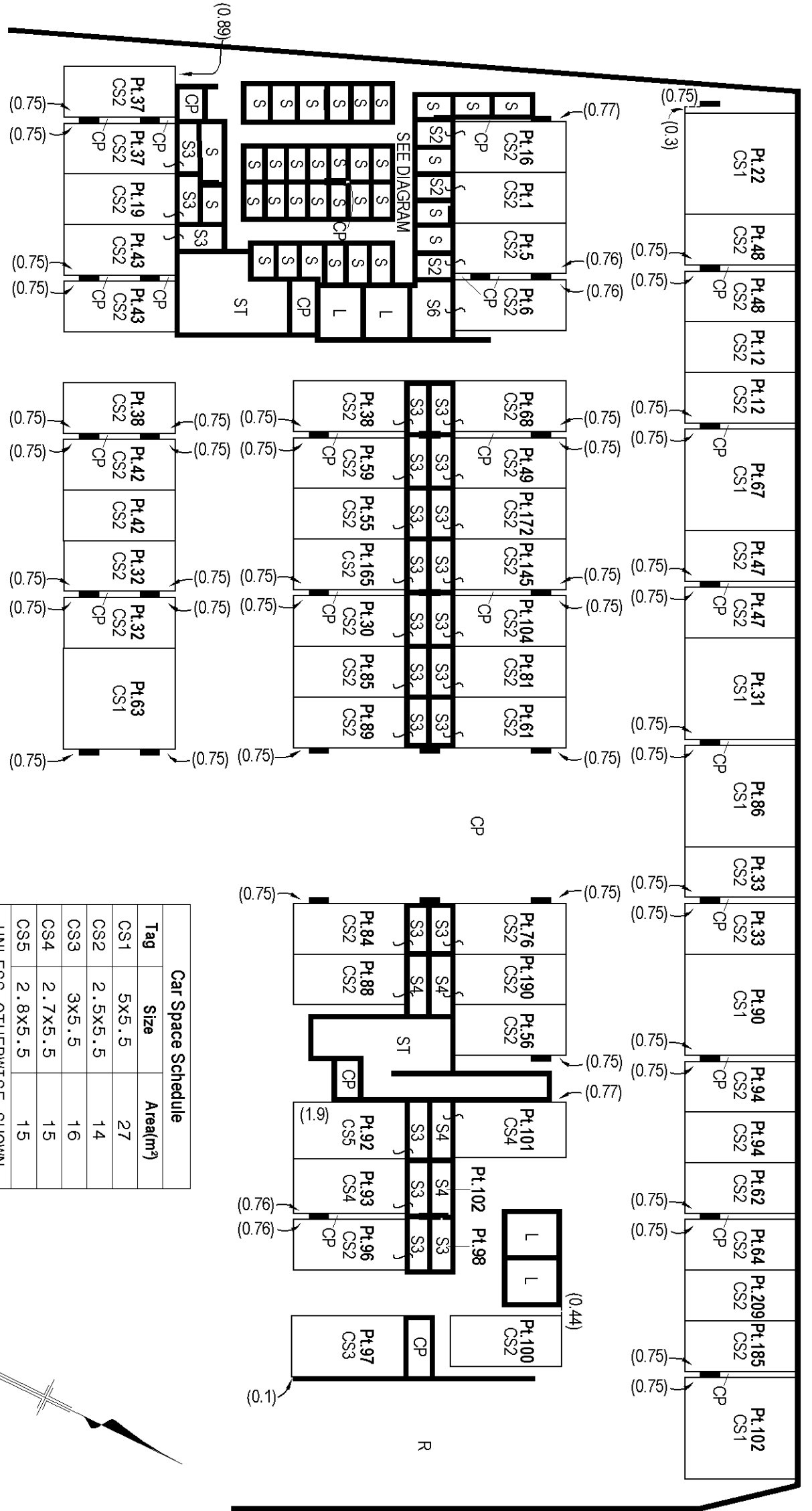
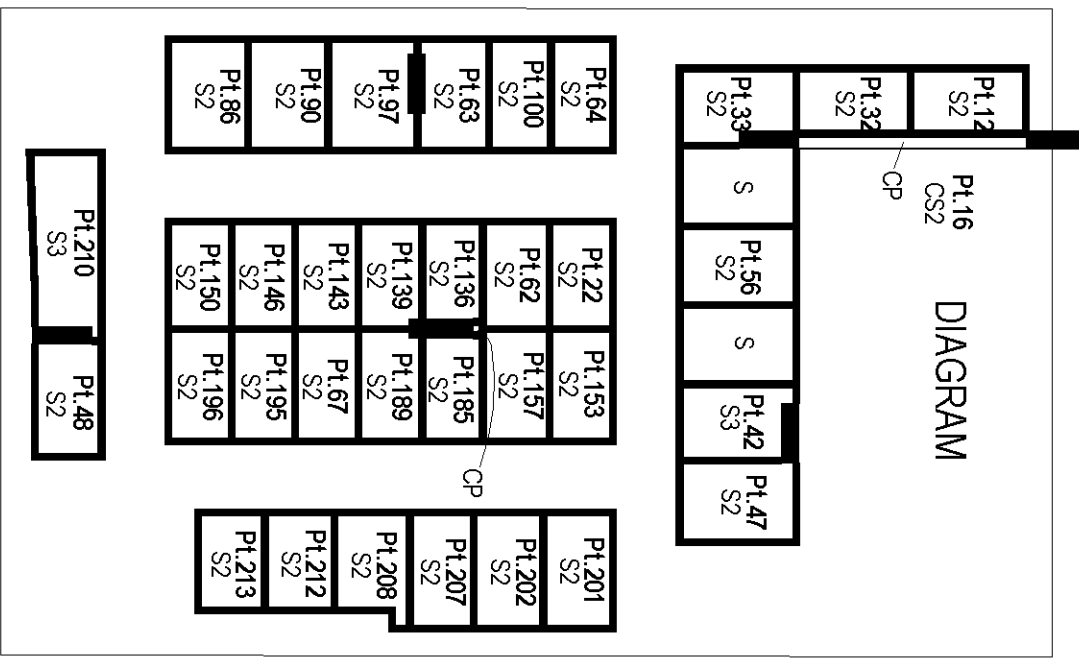
SEE SHEET 5 FOR CONTINUATION

**BASEMENT 2  
 FLOOR PLAN**

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
L	LIFT (CP)
MC	MOTORCYCLE PARKING (CP)
ST	STAIRS (CP)

— PROLONGATION OF FACE OF COLUMN OR WALL

Surveyor: <b>ALEXANDER RICHARDSON</b> Date: 15/06/2020 Surveyor's Ref: 7825	<b>PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647</b>
L.G.A.: THE HILLS SHIRE Locality: NORTHWEST Reduction Ratio 1:250 Lengths are in metres.	REGISTERED  13/08/2020
SP101404	



**NOTES:**  
 ALL ANGLES ARE RIGHT ANGLES  
 REFER TO CAR SPACE AND STORAGE SCHEDULES FOR DIMENSIONS AND AREA DETAILS  
 ANY SERVICE LINE WITHIN ONE LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**BASEMENT 2  
 FLOOR PLAN**

SEE SHEET 4 FOR CONTINUATION

Tag	Size	Area(m <sup>2</sup> )
CS1	5X5.5	27
CS2	2.5X5.5	14
CS3	3X5.5	16
CS4	2.7X5.5	15
CS5	2.8X5.5	15

UNLESS OTHERWISE SHOWN

Tag	Storage Schedule	Area(m <sup>2</sup> )
S2		2
S3		3
S4		4
S6		6

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
L	LIFT (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)

Surveyor:  
**ALEXANDER RICHARDSON**  
 Date: 15/06/2020  
 Surveyor's Ref: 7825

L G A: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1:250  
 Lengths are in metres.

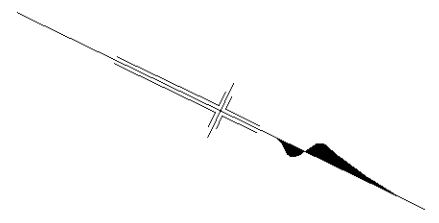
REGISTERED

13/08/2020

**SP101404**

PROLONGATION OF FACE OF COLUMN OR WALL

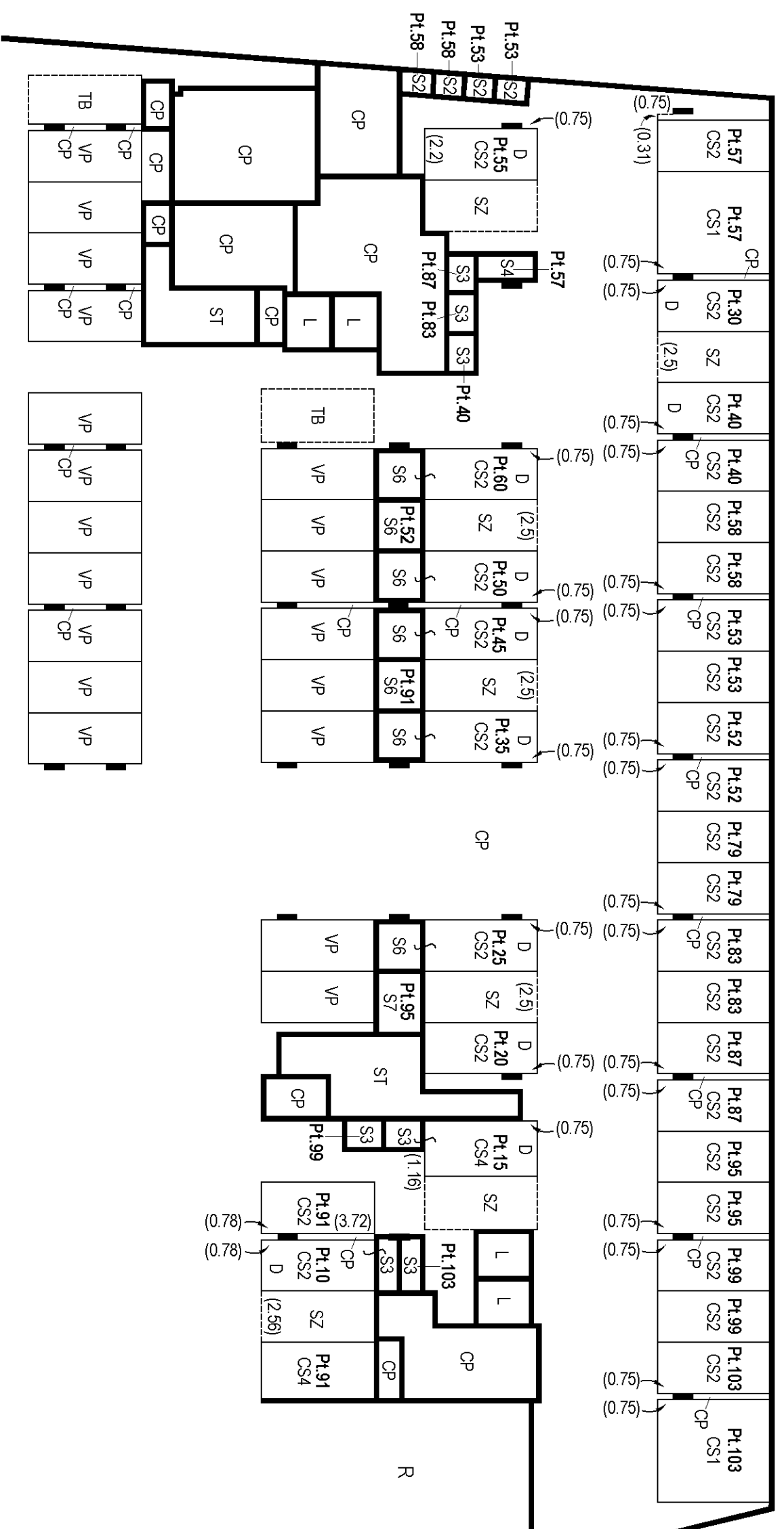




Car Space Schedule		
Tag	Size	Area(m <sup>2</sup> )
CS1	5X5.5	27
CS2	2.5X5.5	14
CS4	2.7X5.5	15

UNLESS OTHERWISE SHOWN

Storage Schedule		
Tag	Area(m <sup>2</sup> )	
S2	2	
S3	3	
S4	4	
S6	6	
S7	7	



SEE SHEET 6 FOR CONTINUATION

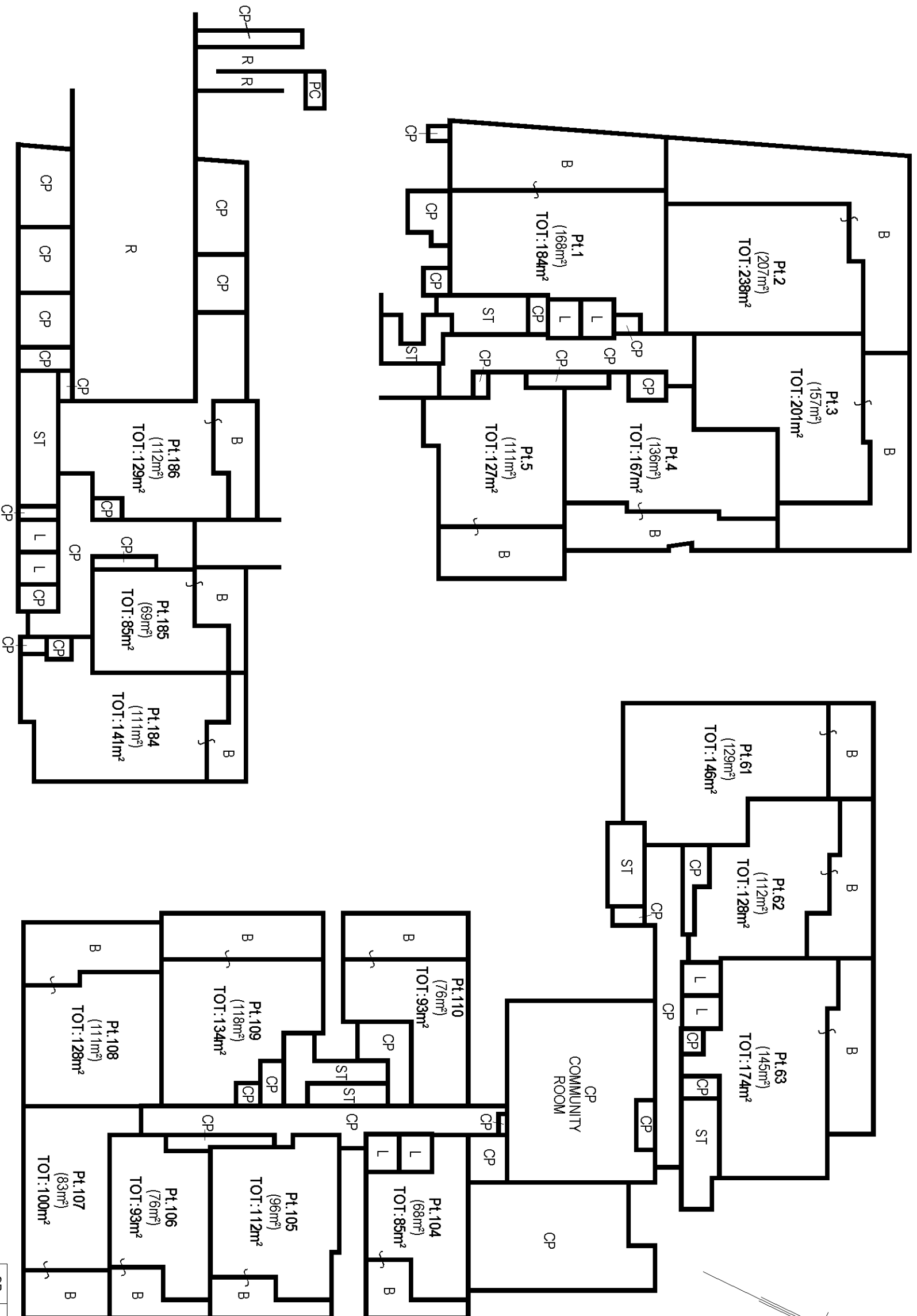
**BASEMENT 1 FLOOR PLAN**

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
D	DISABLED
L	LIFT (CP)
R	RAMP (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
TB	TURNING BAY (CP)
VP	VISITOR PARKING (CP)

PROLONGATION OF FACE OF COLUMN OR WALL

**NOTES:**  
 ALL ANGLES ARE RIGHT ANGLES  
 REFER TO CAR SPACE AND STORAGE SCHEDULES FOR DIMENSIONS AND AREA DETAILS  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: <b>ALEXANDER RICHARDSON</b> Date: 15/06/2020 Surveyor's Ref: 7825	<b>PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647</b>	L G A: THE HILLS SHIRE Locality: NORTHWEST Reduction Ratio 1:250 Lengths are in metres.
REGISTERED		13/08/2020
SP101404		



**GROUND FLOOR**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
PC	PLANTER (CP)
R	RAMP (CP)
ST	STAIRS (CP)

**NOTES:**  
 THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor:  
 ALEXANDER RICHARDSON  
 Date: 15/06/2020  
 Surveyor's Ref: 7825

PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647

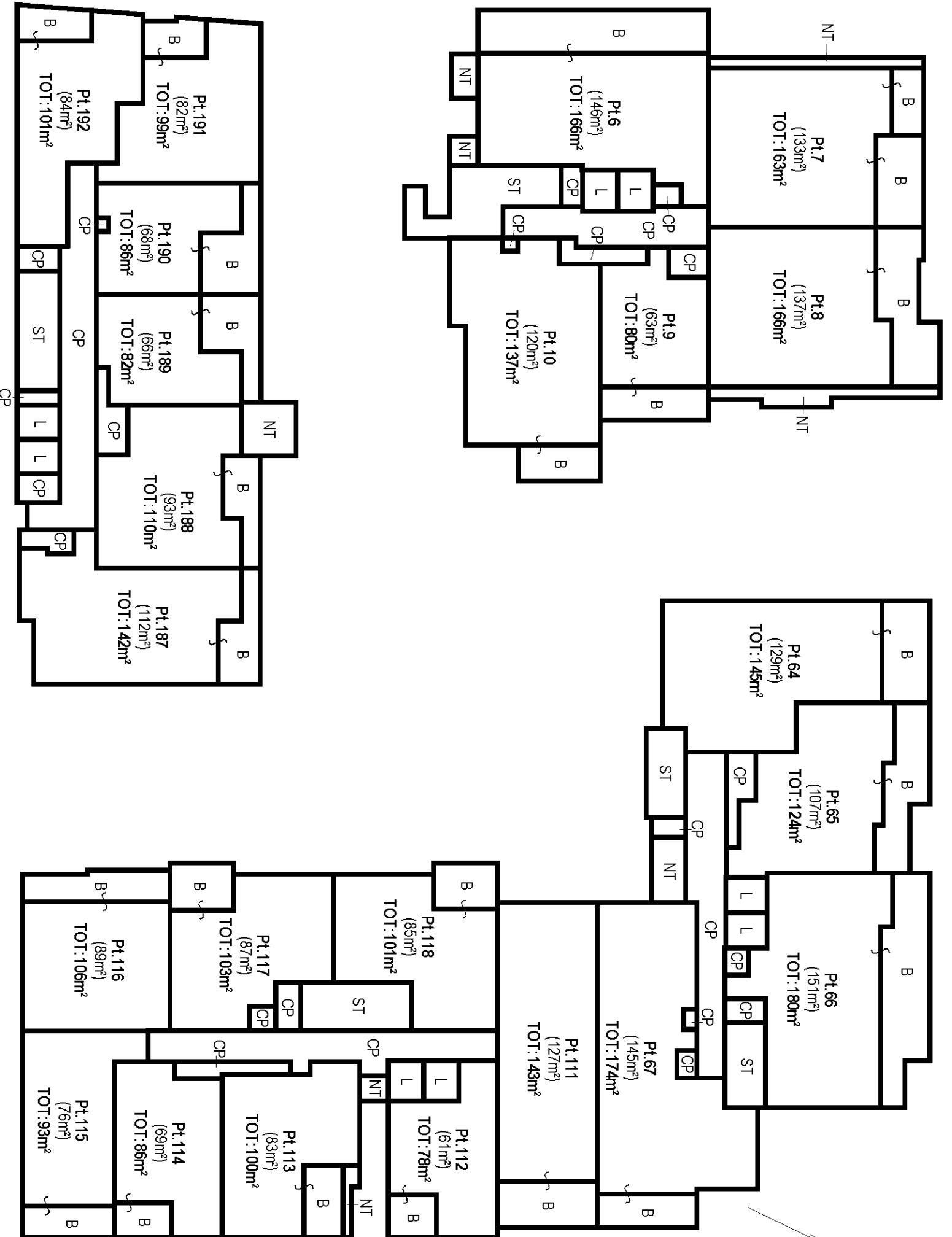
L.G.A.: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1:300  
 Lengths are in metres.

REGISTERED



13/08/2020

**SP101404**



**LEVEL 1**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

**NOTES:-**  
 THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
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 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor:  
**ALEXANDER RICHARDSON**  
 Date: 15/06/2020  
 Surveyor's Ref: 7825

**PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647**

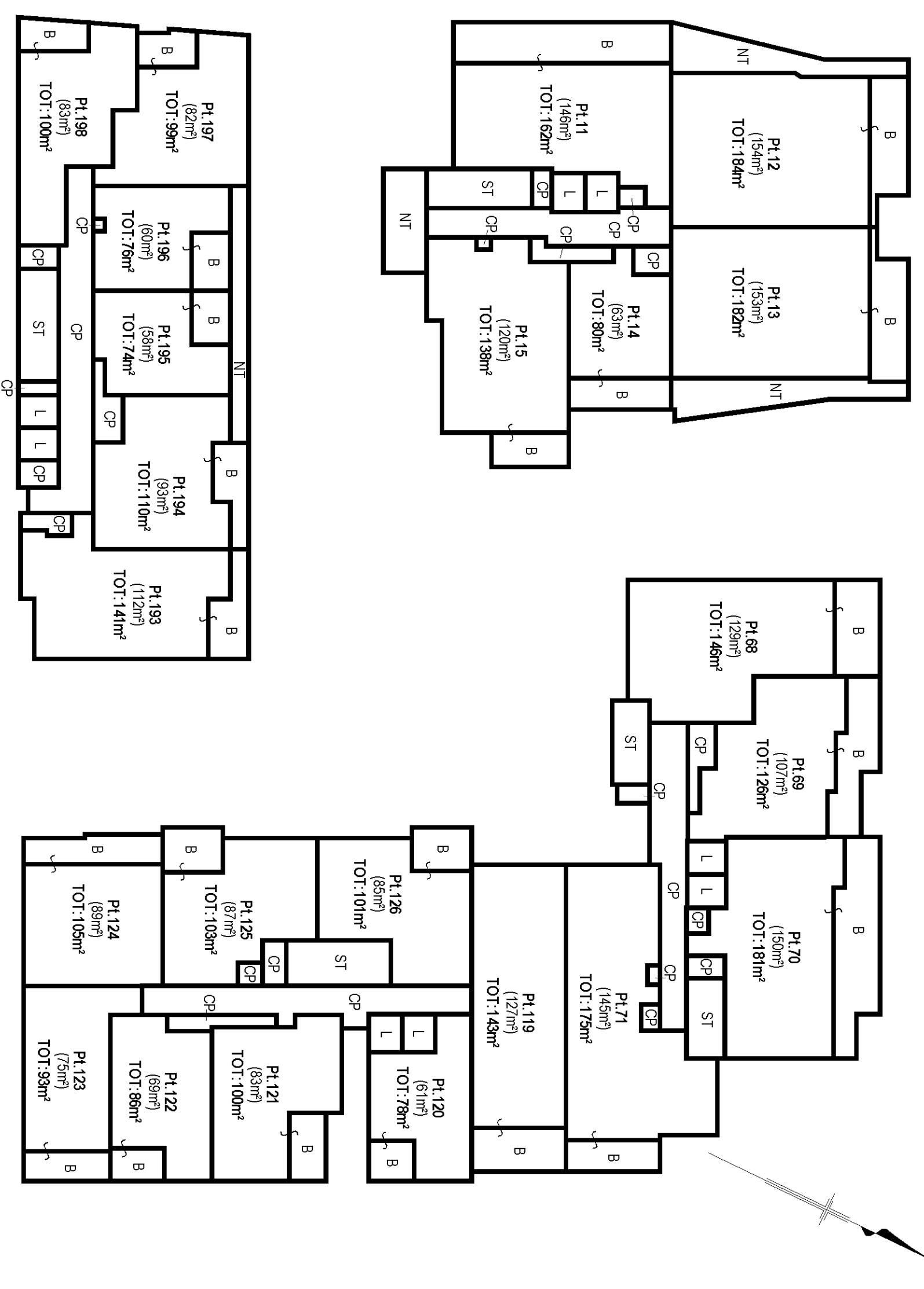
L G A: THE HILLS SHIRE  
 Locality: **NORWEST**  
 Reduction Ratio 1:300  
 Lengths are in metres.

**REGISTERED**



13/08/2020

**SP101404**



**NOTES:**  
 THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 2**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

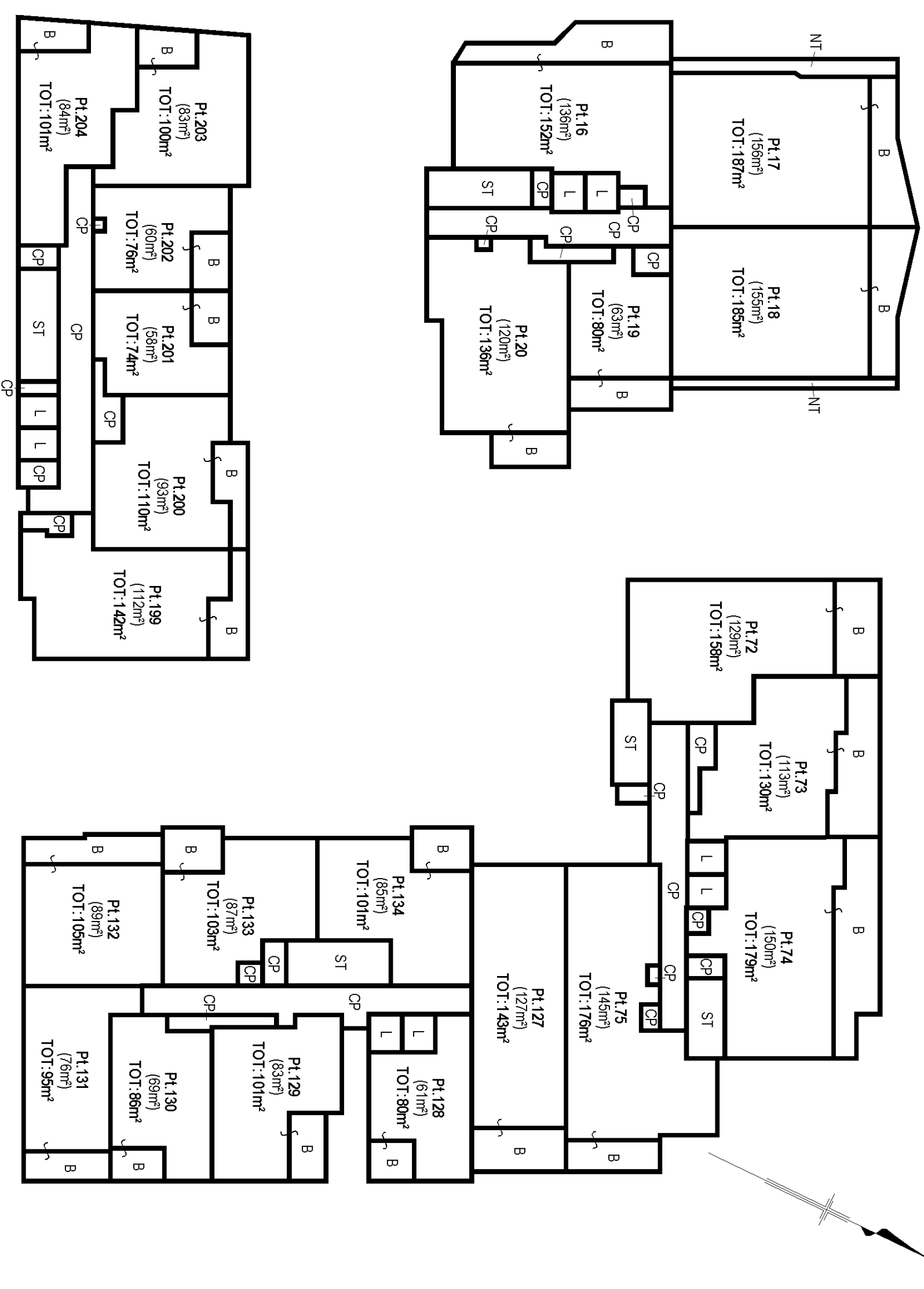
Surveyor:  
**ALEXANDER RICHARDSON**  
 Date: 15/06/2020  
 Surveyor's Ref: 7825

**PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647**

L G A: THE HILLS SHIRE  
 Locality: **NORWEST**  
 Reduction Ratio 1:300  
 Lengths are in metres.

**REGISTERED**  
 13/08/2020


**SP101404**

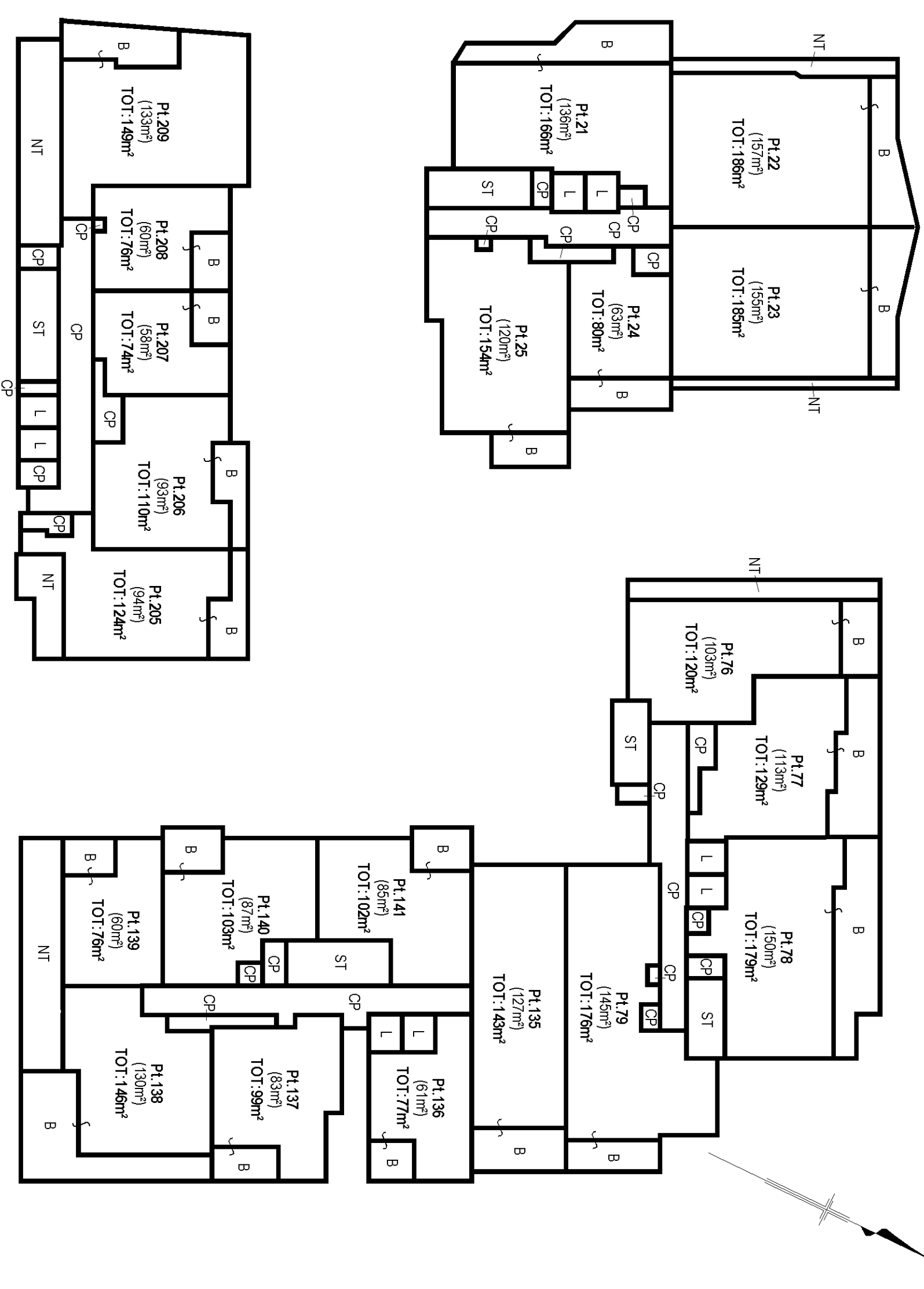


**NOTES:**  
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 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 3**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor: <b>ALEXANDER RICHARDSON</b> Date: 15/06/2020 Surveyor's Ref: 7825	<b>PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647</b>	L.G.A.: THE HILLS SHIRE Locality: NORTHWEST Reduction Ratio 1:300 Lengths are in metres.	REGISTERED  13/08/2020	SP101404
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**NOTES:**  
 THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
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 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 4**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

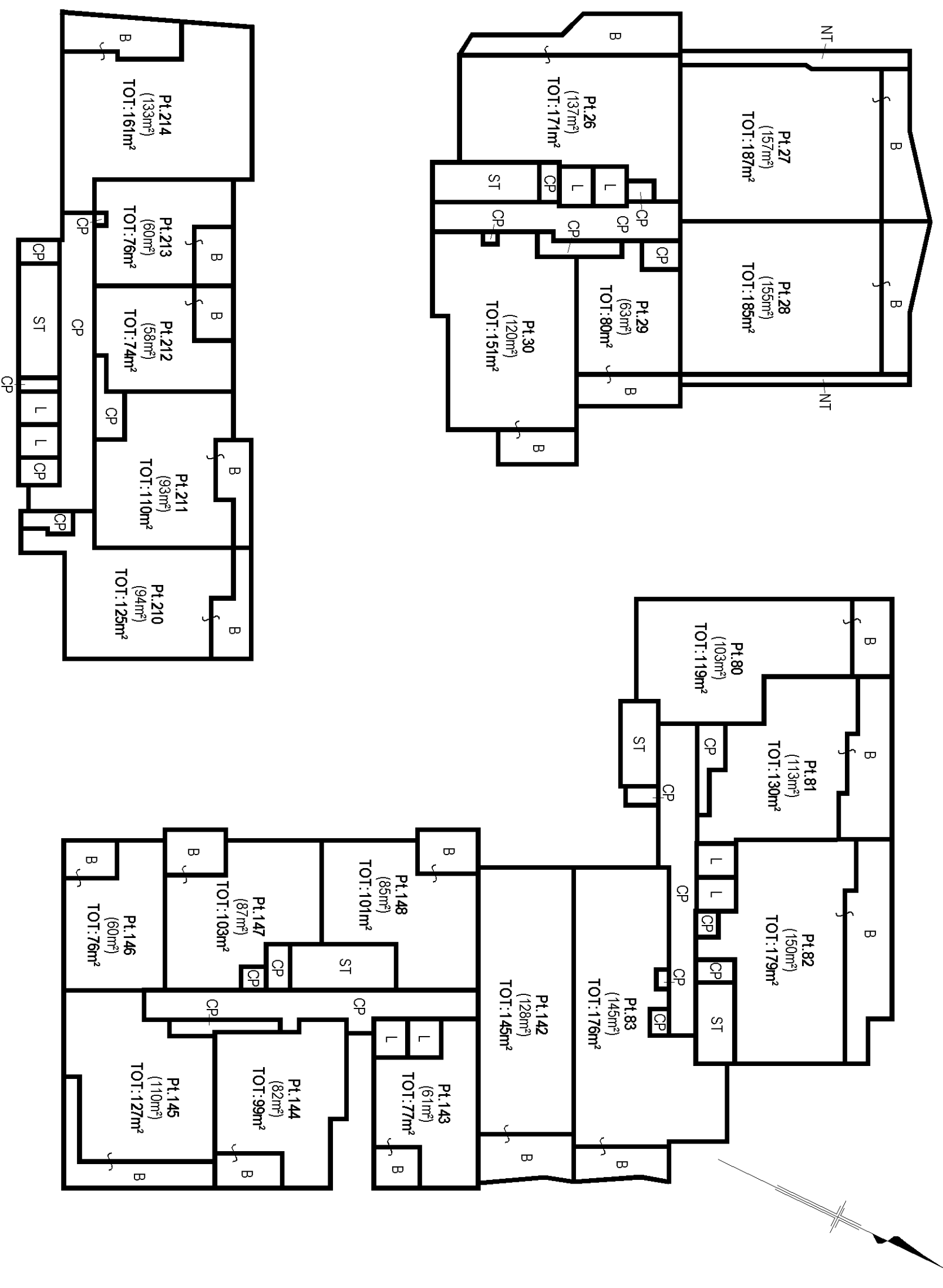
Surveyor:  
**ALEXANDER RICHARDSON**  
 Date: 15/06/2020  
 Surveyor's Ref: 7825

**PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647**

L G A: THE HILLS SHIRE  
 Locality: **NORWEST**  
 Reduction Ratio 1:300  
 Lengths are in metres.

**REGISTERED**  
 13/08/2020

**SP101404**



**NOTES:-**  
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 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 5**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

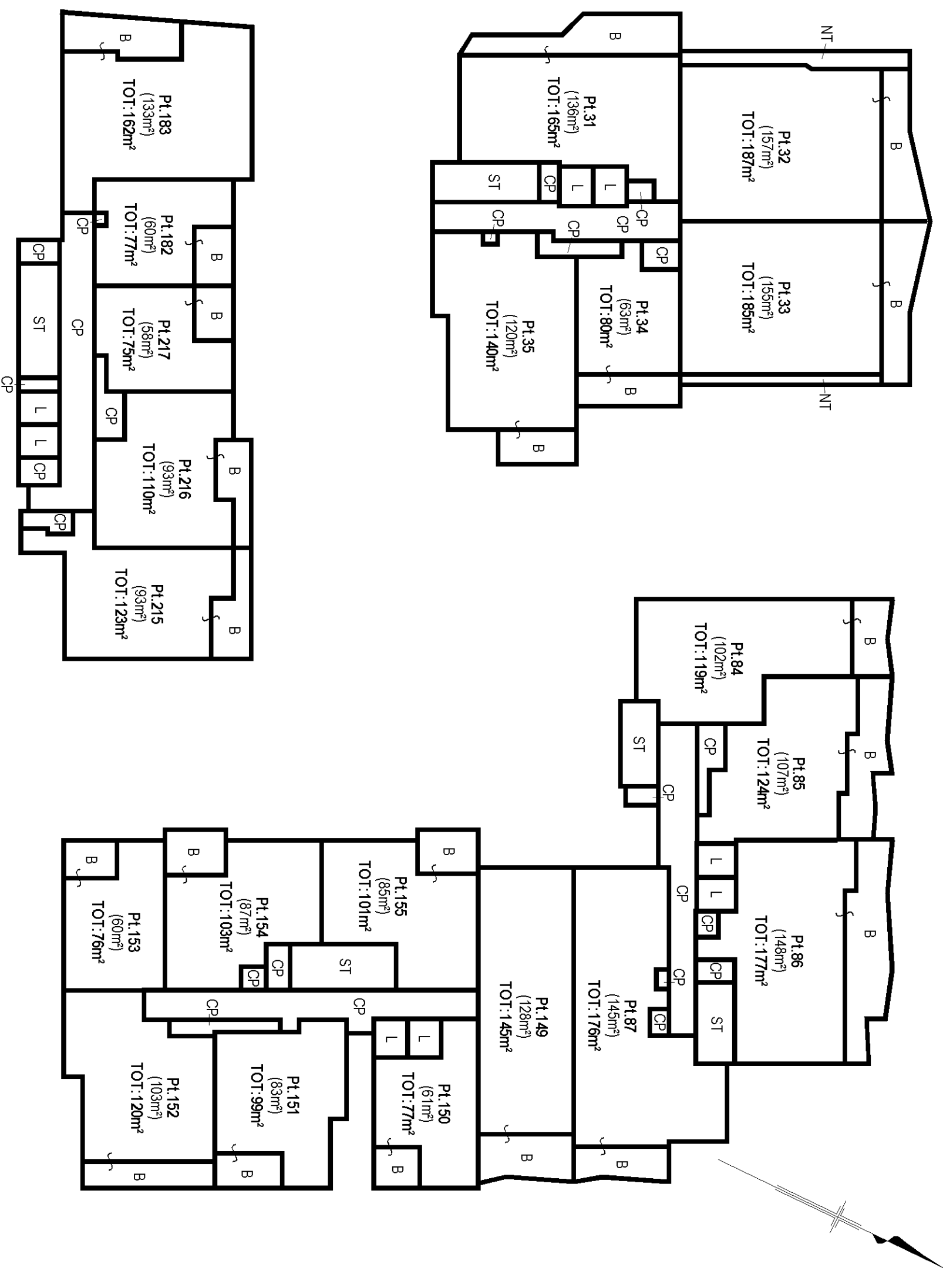
Surveyor: **ALEXANDER RICHARDSON**  
 Date: 15/06/2020  
 Surveyor's Ref: 7825

**PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647**

L.G.A.: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1:300  
 Lengths are in metres.

REGISTERED 13/08/2020

**SP101404**



**NOTES:-**  
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 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 6**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

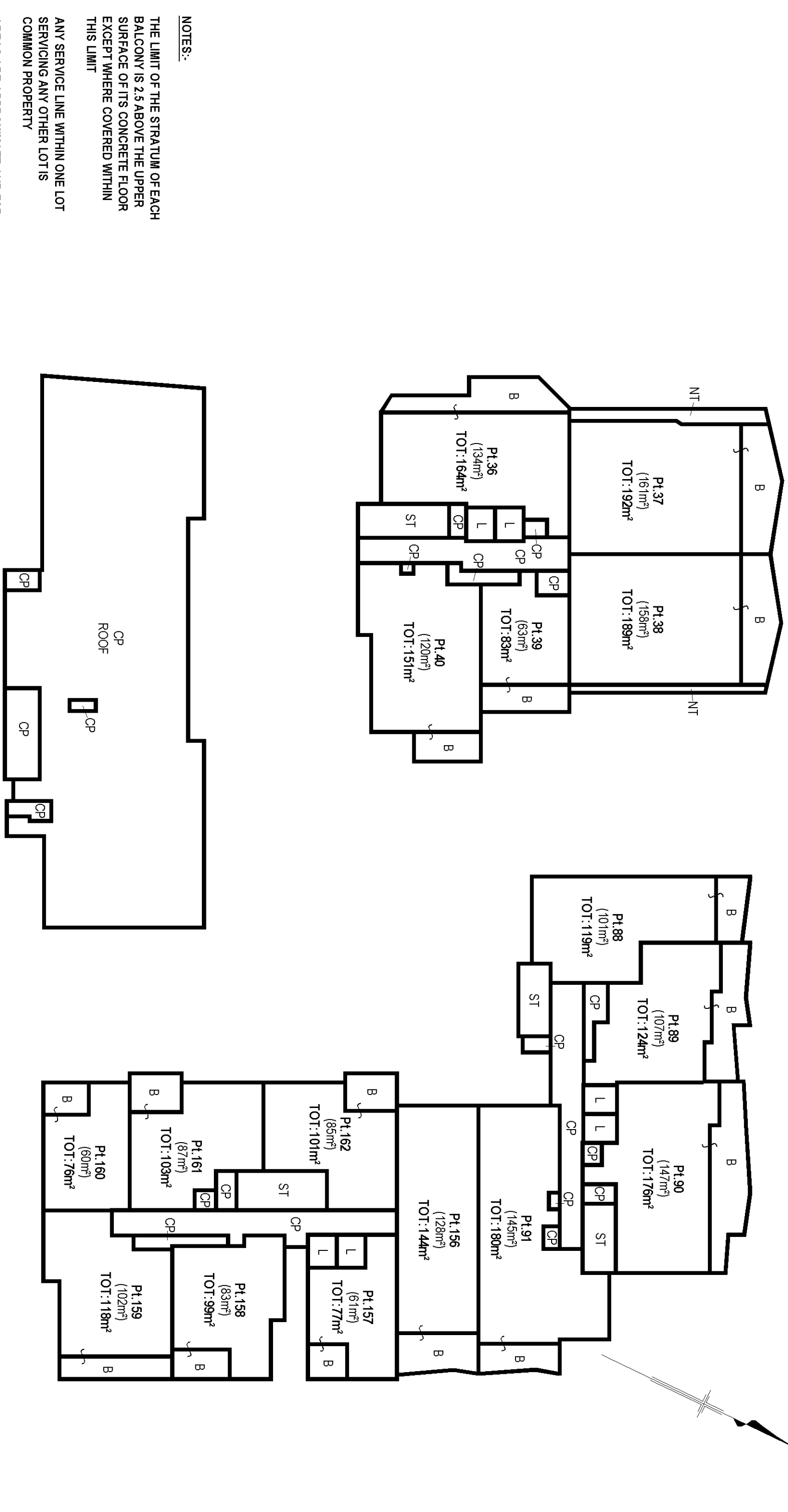
**PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647**

Surveyor:  
 ALEXANDER RICHARDSON  
 Date: 15/06/2020  
 Surveyor's Ref: 7825

L G A: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1:300  
 Lengths are in metres.

REGISTERED  
 13/08/2020

**SP101404**



**NOTES:-**  
 THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
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 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 7**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

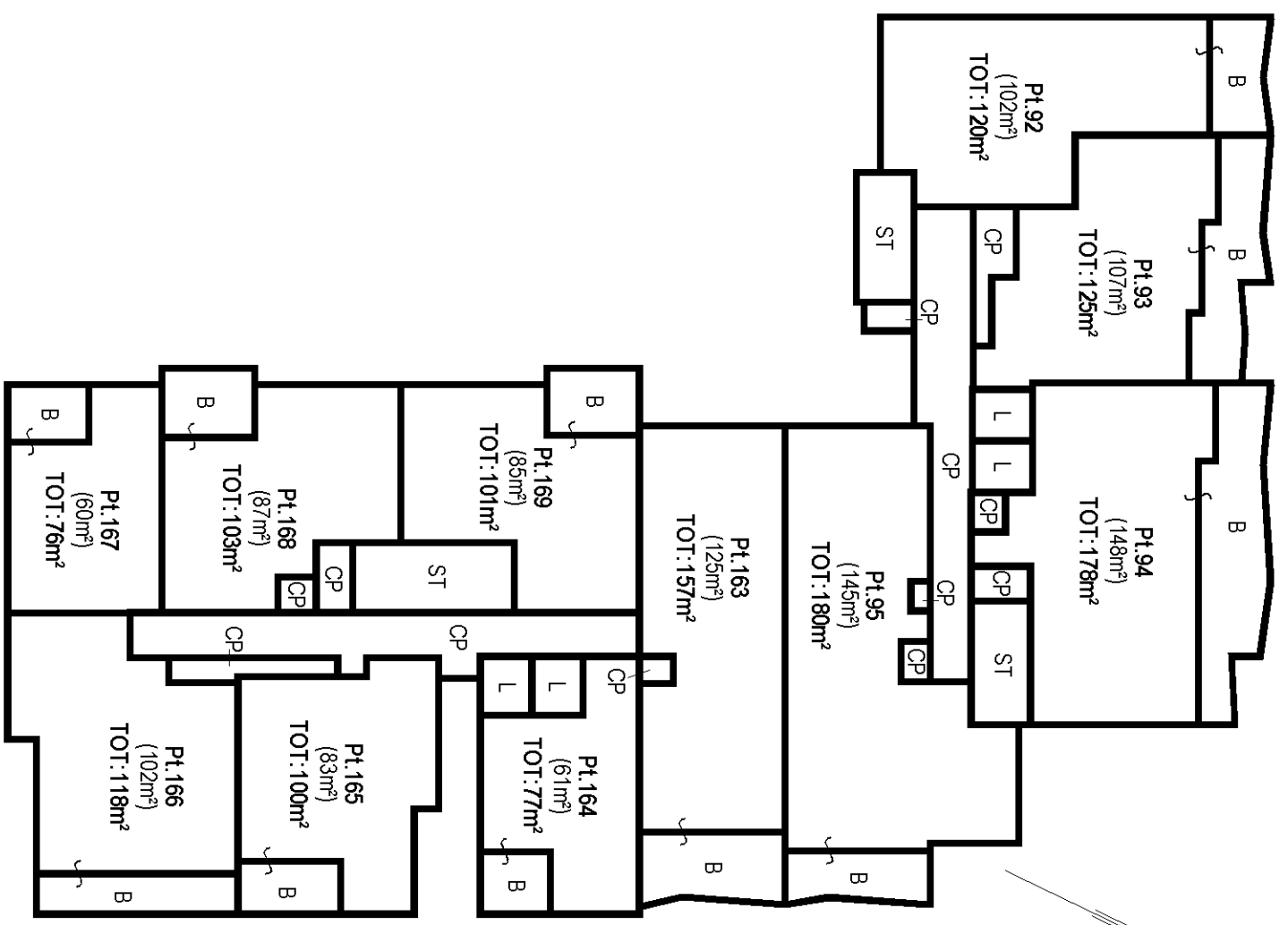
Surveyor: **ALEXANDER RICHARDSON**  
 Date: 15/06/2020  
 Surveyor's Ref: 7825

**PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647**

L.G.A.: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1:300  
 Lengths are in metres.

REGISTERED 13/08/2020

**SP101404**



CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

**LEVEL 8**

**NOTES:-**  
 THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
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 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor:  
**ALEXANDER RICHARDSON**  
 Date: 15/06/2020  
 Surveyor's Ref: 7825

**PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647**

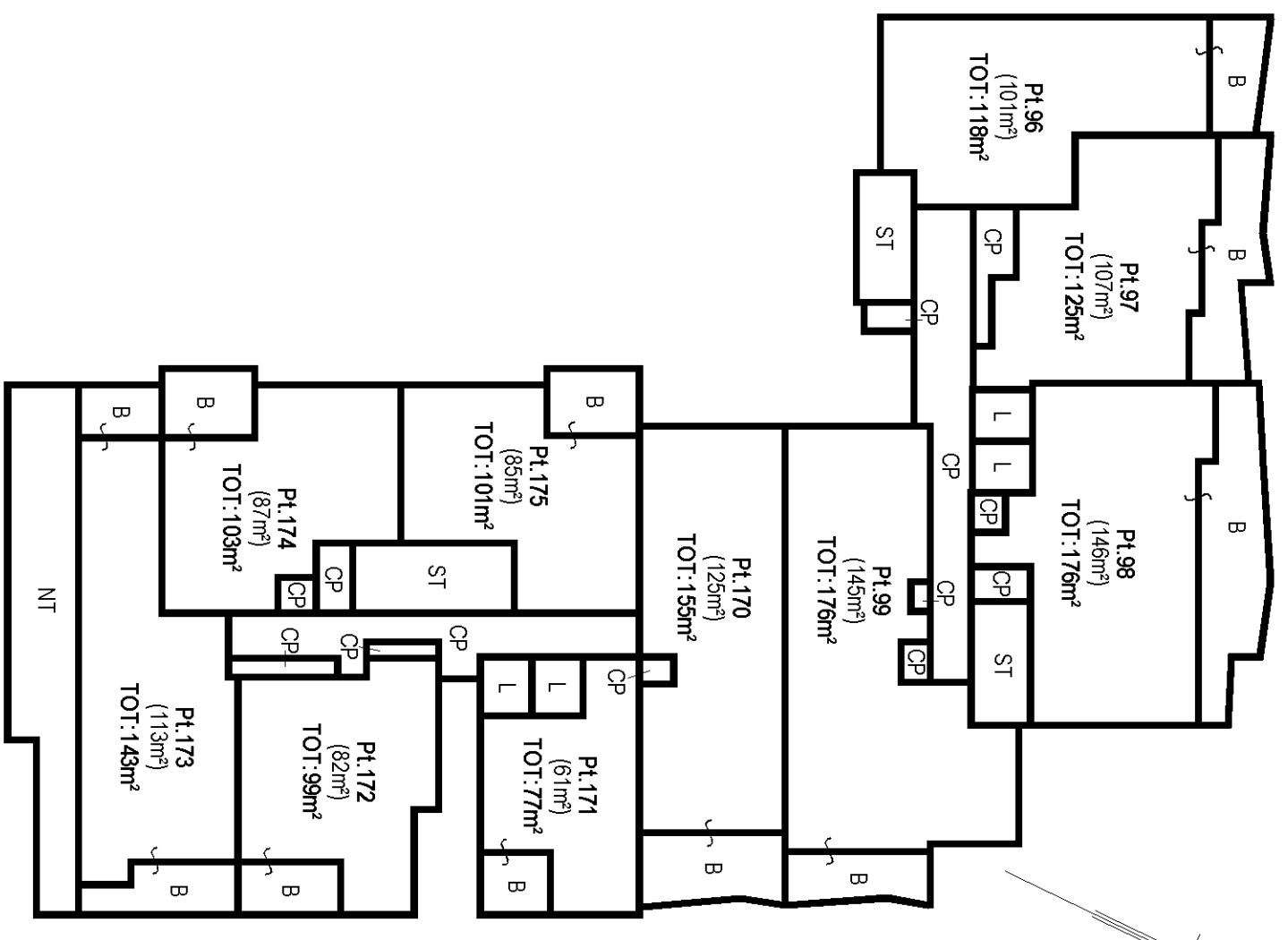
L G A: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1:300  
 Lengths are in metres.

REGISTERED



13/08/2020

**SP101404**



CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

**LEVEL 9**

**NOTES:**  
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 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor:  
 ALEXANDER RICHARDSON  
 Date: 15/06/2020  
 Surveyor's Ref: 7825

**PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647**

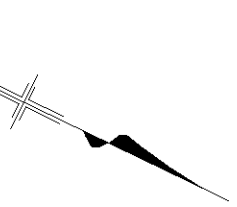
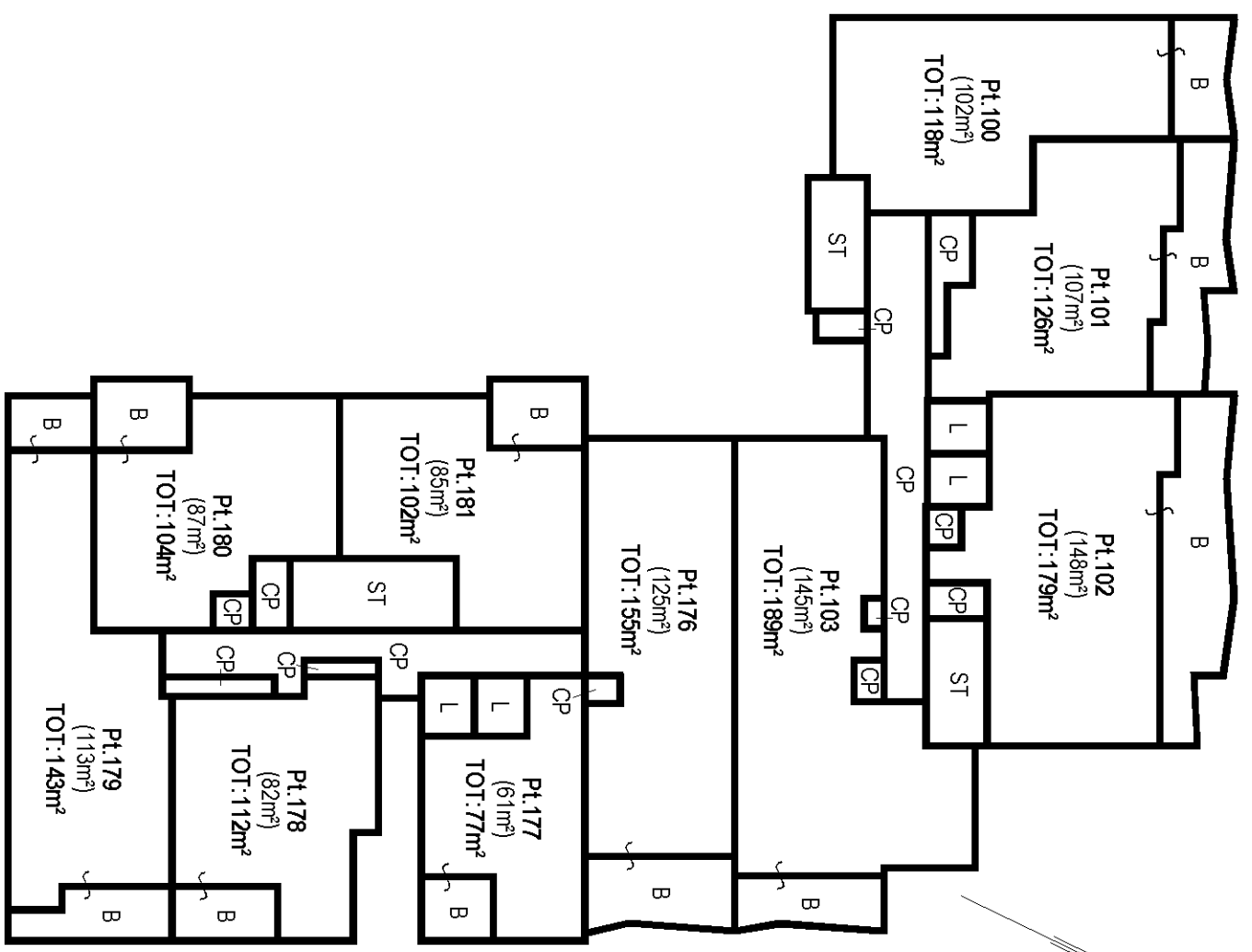
L.G.A.: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1:300  
 Lengths are in metres.

REGISTERED



13/08/2020

**SP101404**



**NOTES:**  
 THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

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

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 10**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor:  
 ALEXANDER RICHARDSON  
 Date: 15/06/2020  
 Surveyor's Ref: 7825

**PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647**

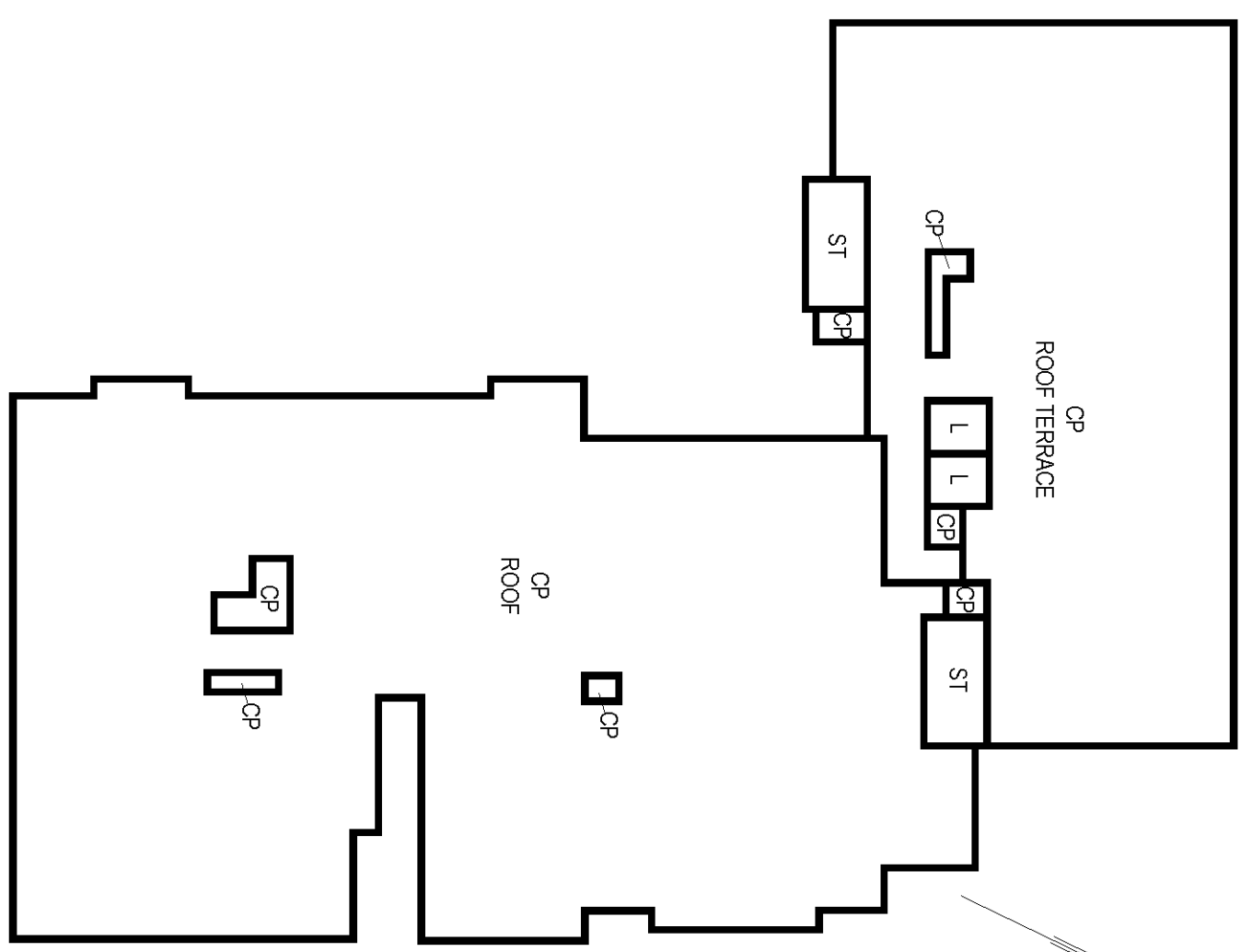
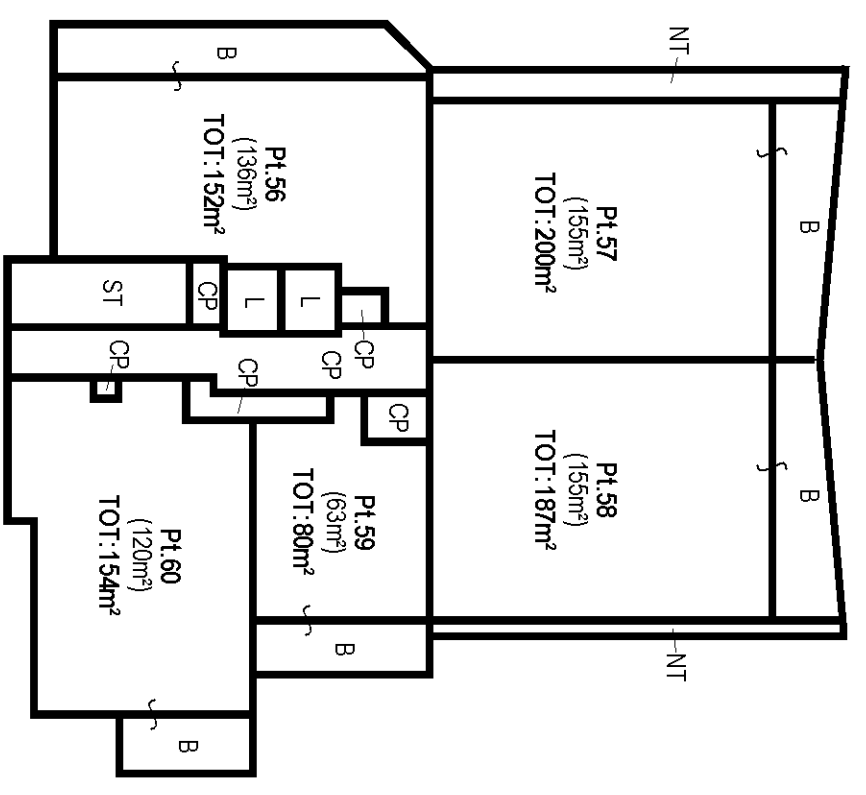
L G A: THE HILLS SHIRE  
 Locality: NORTHWEST  
 Reduction Ratio 1:300  
 Lengths are in metres.

REGISTERED



13/08/2020

**SP101404**



**NOTES:-**

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 11**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

Surveyor:  
**ALEXANDER RICHARDSON**  
 Date: 15/06/2020  
 Surveyor's Ref: 7825


**PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647**

L G A: THE HILLS SHIRE  
 Locality: **NORWEST**  
 Reduction Ratio 1:300  
 Lengths are in metres.

REGISTERED  
 13/08/2020

**SP101404**

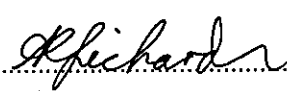
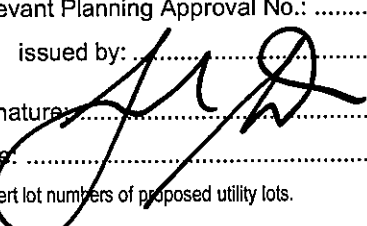
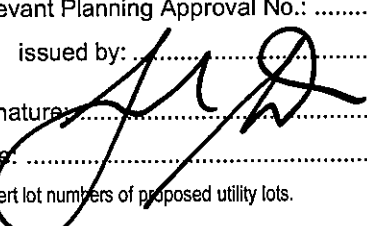
SP FORM 3.01	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 9 sheets
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Office Use Only	Office Use Only
Registered:  13/08/2020	<b>SP101404</b>


<b>PLAN OF SUBDIVISION OF LOT 2 IN DP 1210647</b>	LGA: THE HILLS SHIRE Locality: KELLYVILLE Parish: CASTLE HILL County: CUMBERLAND
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This is a freehold Strata Scheme

Address for Service of Documents  100 FAIRWAY DRIVE NORWEST NSW 2153  Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * <del>Model by-laws for residential strata schemes together with:</del> Keeping of animals: Option *A*B Smoke penetration: Option *A*B ( <del>see Schedule 3 Strata Schemes Management Regulation 2016</del> ) * The strata by-laws lodged with the plan.
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<p style="text-align: center;"><b>Surveyor's Certificate</b></p> <p>I, ALEXANDER RICHARDSON                  of SDG Land Development Solutions                  Suite 1, 3 Railway Street Baulkham Hills NSW 2153,                  being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p><del>*The building encroaches on:</del>                  *(a) <del>a public place</del>                  *(b) <del>land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....</del></p> <p>Signature:  .....</p> <p>Date: <u>15-6-2020</u></p> <p>Surveyor ID: 8870</p> <p>Surveyor's Reference: 7825</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>	<p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> <p>I <u>GORDON WREN</u> ..... being an Accredited Certifier, accreditation number <u>BPB 0447</u>, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p><del>*(a) This plan is part of a development scheme.</del></p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ ..... will be created as utility lots and restricted in accordance with <del>section 63 Strata Schemes Development Act 2015.</del></p> <p>Certificate Reference: <u>SC 3670</u> .....</p> <p>Relevant Planning Approval No.: <u>CDL 1529</u> .....</p> <p>issued by:  <u>GORDON WREN</u> .....</p> <p>Signature:  .....</p> <p>Date: <u>30th JUNE 2020</u> .....</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>
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\* Strike through if inapplicable

SP FORM 3.07 (2019)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 9 sheet(s)
 <div style="text-align: center;">13/08/2020</div>	Office Use Only  <h1 style="margin: 0;">SP101404</h1>	

**VALUER'S CERTIFICATE**

I, Paul Michael Woodbury ..... of woodburyAU .....

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute.....  
 Class of membership: Fellow (FAPI).....  
 Membership number: 68091.....


certify that the unit entitlements shown in the schedule herewith were apportioned on 30 June 2020 .....(being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: *PM Woodbury* ..... Date *30 June 2020* .....

\* Full name, valuer company name or company address

**SCHEDULE OF UNIT ENTITLEMENT**

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	38	26	46	51	49
2	53	27	70	52	71
3	49	28	70	53	71
4	48	29	33	54	35
5	38	30	44	55	48
6	44	31	47	56	48
7	49	32	70	57	71
8	52	33	70	58	71
9	31	34	33	59	35
10	42	35	46	60	49
11	44	36	47	61	48
12	69	37	70	62	43
13	69	38	70	63	52
14	32	39	34	64	48
15	42	40	47	65	43
16	45	41	48	66	52
17	69	42	71	67	74
18	69	43	71	68	49
19	32	44	34	69	43
20	43	45	47	70	52
21	46	46	48	71	74
22	70	47	71	72	50
23	70	48	71	73	43
24	33	49	35	74	53
25	43	50	48	75	74


Registered:	 13/08/2020	Office Use Only	<h1>SP101404</h1>	Office Use Only
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This sheet is for the provision of the following information as required:

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

**SCHEDULE OF UNIT ENTITLEMENT CONTINUED**

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
76	45	114	34	152	47
77	43	115	33	153	33
78	53	116	41	154	43
79	75	117	41	155	43
80	45	118	41	156	49
81	43	119	45	157	34
82	54	120	32	158	43
83	75	121	35	159	47
84	46	122	34	160	34
85	43	123	33	161	43
86	55	124	42	162	43
87	75	125	41	163	50
88	46	126	41	164	34
89	43	127	45	165	43
90	55	128	33	166	48
91	75	129	35	167	34
92	46	130	34	168	43
93	44	131	33	169	43
94	56	132	42	170	50
95	76	133	42	171	34
96	46	134	42	172	44
97	44	135	47	173	52
98	56	136	33	174	44
99	76	137	35	175	44
100	47	138	45	176	51
101	44	139	33	177	35
102	57	140	42	178	45
103	76	141	42	179	52
104	32	142	48	180	44
105	41	143	33	181	44
106	34	144	36	182	34
107	33	145	46	183	54
108	41	146	33	184	45
109	41	147	42	185	31
110	32	148	42	186	37
111	44	149	49	187	46
112	32	150	34	188	38
113	34	151	36	189	30

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet <sup>4</sup> of 9 sheet(s)																																																																					
Registered: 	Office Use Only 13/08/2020	Office Use Only <h1 style="margin: 0;">SP101404</h1>																																																																					
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<b>SCHEDULE OF UNIT ENTITLEMENT CONTINUED</b>																																																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">Lot No.</th> <th style="width:15%;">Unit Entitlement</th> <th style="width:15%;">Lot No.</th> <th style="width:15%;">Unit Entitlement</th> <th style="width:15%;">Lot No.</th> <th style="width:15%;">Unit Entitlement</th> </tr> </thead> <tbody> <tr><td>190</td><td>30</td><td>200</td><td>42</td><td>210</td><td>42</td></tr> <tr><td>191</td><td>40</td><td>201</td><td>33</td><td>211</td><td>43</td></tr> <tr><td>192</td><td>40</td><td>202</td><td>33</td><td>212</td><td>34</td></tr> <tr><td>193</td><td>46</td><td>203</td><td>41</td><td>213</td><td>34</td></tr> <tr><td>194</td><td>41</td><td>204</td><td>42</td><td>214</td><td>53</td></tr> <tr><td>195</td><td>32</td><td>205</td><td>42</td><td>215</td><td>43</td></tr> <tr><td>196</td><td>32</td><td>206</td><td>42</td><td>216</td><td>43</td></tr> <tr><td>197</td><td>40</td><td>207</td><td>33</td><td>217</td><td>34</td></tr> <tr><td>198</td><td>41</td><td>208</td><td>33</td><td>AGGREGATE</td><td>10000</td></tr> <tr><td>199</td><td>46</td><td>209</td><td>52</td><td></td><td></td></tr> </tbody> </table>						Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	190	30	200	42	210	42	191	40	201	33	211	43	192	40	202	33	212	34	193	46	203	41	213	34	194	41	204	42	214	53	195	32	205	42	215	43	196	32	206	42	216	43	197	40	207	33	217	34	198	41	208	33	AGGREGATE	10000	199	46	209	52		
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Surveyor's Reference: 7825																																																																							

SP FORM 3.08 (Annexure)

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 5 of 9 sheets

Office Use Only

Office Use Only

Registered:



13/08/2020

**SP101404**


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

**SCHEDULE OF SUB ADDRESSES**

**No. 100 FAIRWAY DRIVE, NORWEST NSW 2153**

LOT No	Sub Address	LOT No	Sub Address	LOT No	Sub Address	LOT No	Sub Address
1	G01	26	501	51	1001	76	406
2	G02	27	502	52	1002	77	407
3	G03	28	503	53	1003	78	408
4	G04	29	504	54	1004	79	409
5	G05	30	505	55	1005	80	506
6	101	31	601	56	1101	81	507
7	102	32	602	57	1102	82	508
8	103	33	603	58	1103	83	509
9	104	34	604	59	1104	84	606
10	105	35	605	60	1105	85	607
11	201	36	701	61	G06	86	608
12	202	37	702	62	G07	87	609
13	203	38	703	63	G08	88	706
14	204	39	704	64	106	89	707
15	205	40	705	65	107	90	708
16	301	41	801	66	108	91	709
17	302	42	802	67	109	92	806
18	303	43	803	68	206	93	807
19	304	44	804	69	207	94	808
20	305	45	805	70	208	95	809
21	401	46	901	71	209	96	906
22	402	47	902	72	306	97	907
23	403	48	903	73	307	98	908
24	404	49	904	74	308	99	909
25	405	50	905	75	309	100	1006


Office Use Only  Registered:  13/08/2020	Office Use Only  <h1 style="margin: 0;">SP101404</h1>
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**SCHEDULE OF SUB ADDRESSES (CONTINUED...)**

LOT No	Sub Address	LOT No	Sub Address	LOT No	Sub Address	LOT No	Sub Address	LOT No	Sub Address
101	1007	126	217	151	612	176	1010	201	320
102	1008	127	310	152	613	177	1011	202	321
103	1009	128	311	153	614	178	1012	203	322
104	G09	129	312	154	615	179	1013	204	323
105	G10	130	313	155	616	180	1014	205	417
106	G11	131	314	156	710	181	1015	206	418
107	G12	132	315	157	711	182	620	207	419
108	G13	133	316	158	712	183	621	208	420
109	G14	134	317	159	713	184	G16	209	421
110	G15	135	410	160	714	185	G17	210	517
111	110	136	411	161	715	186	G18	211	518
112	111	137	412	162	716	187	118	212	519
113	112	138	413	163	810	188	119	213	520
114	113	139	414	164	811	189	120	214	521
115	114	140	415	165	812	190	121	215	617
116	115	141	416	166	813	191	122	216	618
117	116	142	510	167	814	192	123	217	619
118	117	143	511	168	815	193	218		
119	210	144	512	169	816	194	219		
120	211	145	513	170	910	195	220		
121	212	146	514	171	911	196	221		
122	213	147	515	172	912	197	222		
123	214	148	516	173	913	198	223		
124	215	149	610	174	914	199	318		
125	216	150	611	175	915	200	319		
COMMON PROPERTY = 100 Fairway Drive, Norwest NSW 2153									

Office Use Only	Office Use Only
Registered:  13/08/2020	<h1>SP101404</h1>

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

**CONSENT OF MORTGAGEE – AM559177 - PA GRAND OPPORTUNITY VIII LTD**

Executed for and on behalf of  
PA Grand Opportunity VIII Ltd  
ARBN 616 859 691  
by its attorney ..... *Patrick O'Grady* .....  
under power of attorney dated 6/02/2020  
Bk 4771 No. 491, in the presence of:

*[Handwritten Signature]*  
.....  
Signature of Witness


*ANSON COLME O'GRADY*  
.....  
Name of Witness..

*[Handwritten Signature]*  
.....  
Signature of Attorney

*Patrick O'Grady*  
.....  
Name of Attorney

*26 Kallaw Rd. Riverview*  
.....  
Address of Witness 2066

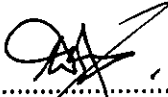
By executing this agreement the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this agreement.


Office Use Only	Office Use Only
Registered:  13/08/2020	<b>SP101404</b>

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EXECUTED by )  
Arden CH Pty Limited )  
ACN 155 939 423 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
**Derek William McCartney**  
Sole Director/Secretary

Office Use Only	Office Use Only
Registered:  13/08/2020	<b>SP101404</b>

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

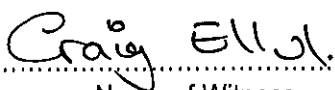
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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

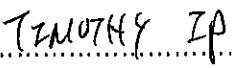
**CONSENT OF MORTGAGEE – AM509059 – BECL STRATEGY HOLDING LTD**

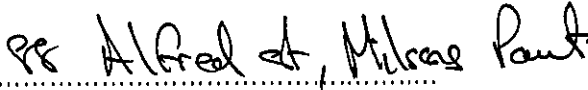
Executed for and on behalf of  
BECL Strategy Holding Ltd  
by authority of its Directors,  
in the presence of:

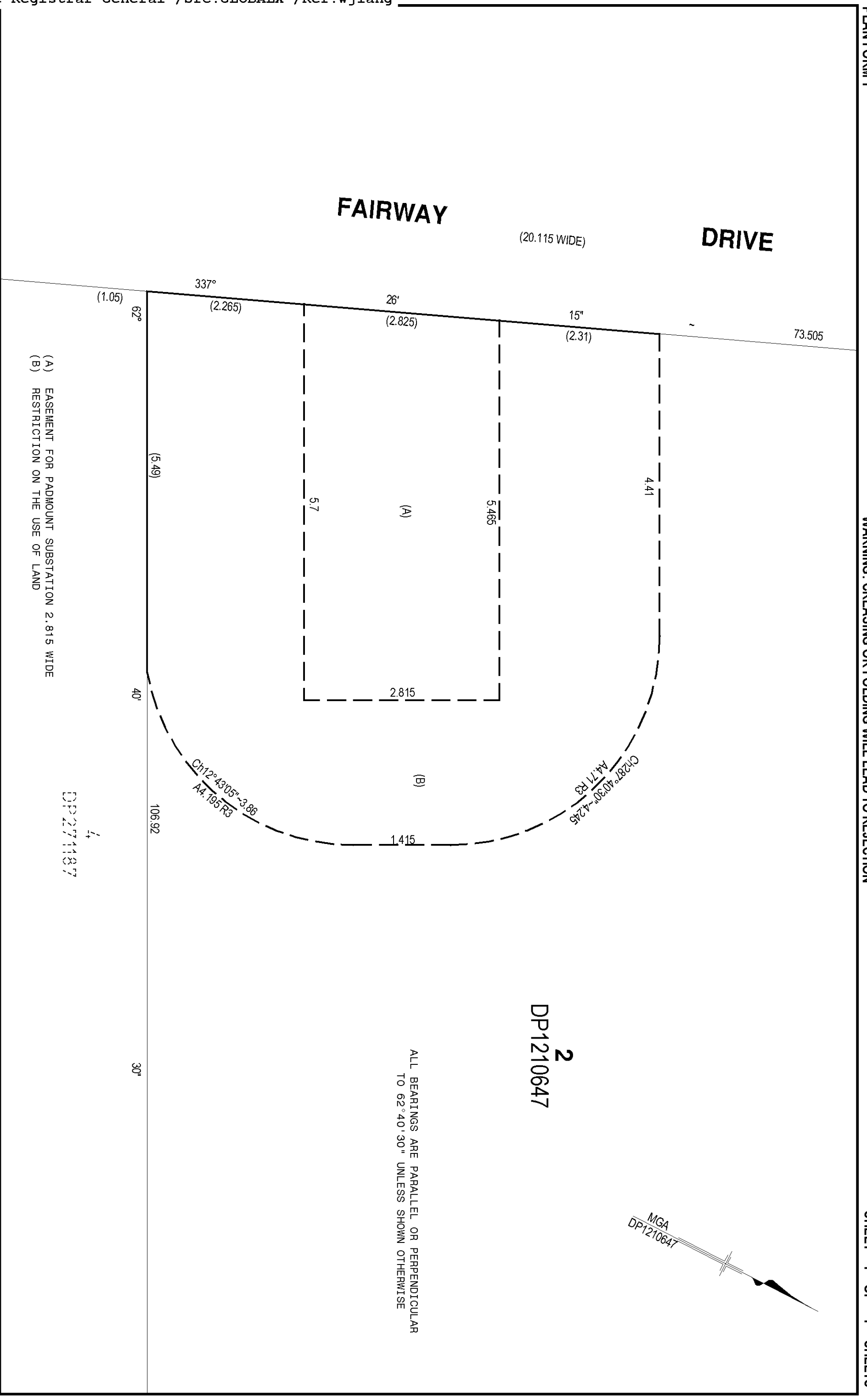
  
.....  
Signature of Witness

  
.....  
Signature of Director

  
.....  
Name of Witness..

  
.....  
Name of Director

  
.....  
Address of Witness



Surveyor:  
**ALEXANDER RICHARDSON**  
 Date of Survey: 9/01/2020  
 Surveyor's Ref: 7825

**PLAN OF EASEMENT OVER LOT 2 IN DP1210647**

L G A: THE HILLS SHIRE  
 Locality: **NORWEST**  
 Reduction Ratio 1:50  
 Lengths are in metres.

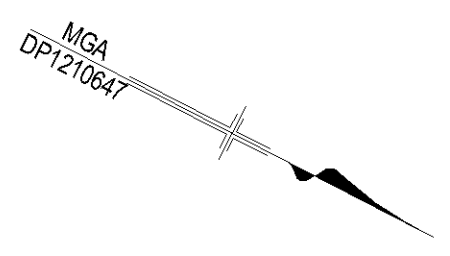
REGISTERED  
 30.06.2020



30.06.2020

**DP1263621**



ALL BEARINGS ARE PARALLEL OR PERPENDICULAR  
 TO 62°40'30" UNLESS SHOWN OTHERWISE




(A) EASEMENT FOR PADMOUNT SUBSTATION 2.815 WIDE  
 (B) RESTRICTION ON THE USE OF LAND

DP2771187  
 4

**2**  
 DP1210647

<b>PLAN FORM 6 (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
Registered:  30.06.2020 Title System: TORRENS	Office Use Only <b>DP1263621</b> Office Use Only	
<b>PLAN OF EASEMENT OVER LOT 2 IN                  DP 1210647</b>	LGA: THE HILLS SHIRE Locality: NORWEST Parish: CASTLE HILL County: CUMBERLAND	
<p style="text-align: center;"><b>Survey Certificate</b></p> I, ALEXANDER RICHARDSON of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on ..... or *(b) The part of the land shown in the plan (*being/*excluding** ..... ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous. Signature:  Dated: 18/2/2020 Surveyor Identification No: 8870 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	
Plans used in the preparation of survey/compilation. DP1210647	<p style="text-align: center;"><b>Subdivision Certificate</b></p> I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: ..... Accreditation number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: ..... *Strike through if inapplicable.	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 7825	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Registered:  30.06.2020 Office Use Only

Office Use Only  
**DP1263621**

**PLAN OF EASEMENT OVER LOT 2 IN  
 DP 1210647**

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

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

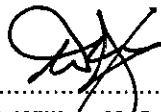
Subdivision Certificate number: .....  
 Date of Endorsement: .....

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

1. EASEMENT FOR PADMOUNT SUBSTATION 2.815 WIDE (A)
2. RESTRICTION ON THE USE OF LAND (B)

Lot	Street Number	Street Name	Street Type	Locality
[REDACTED]				


EXECUTED by )  
 Arden CH (NSW) Pty Limited )  
 ACN 155 939 423 )  
 in accordance with s127 of )  
 the Corporations Act 2001 )

  
 .....  
**Derek William McCartney**  
 Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7825

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

Registered:  30.06.2020 Office Use Only

Office Use Only  
**DP1263621**

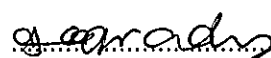
**PLAN OF EASEMENT OVER LOT 2 IN  
DP 1210647**

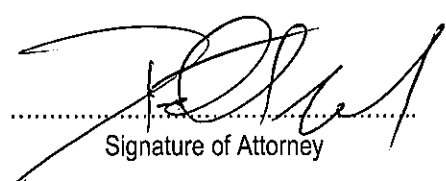
This sheet is for the provision of the following information as required:  
• A schedule of lots and addresses - See 60(c) SSI Regulation 2017  
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• Signatures and seals- see 195D Conveyancing Act 1919  
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

**CONSENT OF MORTGAGEE – AM559177 - PA GRAND OPPORTUNITY VIII LTD**

Executed for and on behalf of  
PA Grand Opportunity VIII Ltd  
ARBN 616 859 691  
by its attorney Patrick O'Crady  
under power of attorney dated 6/2/2020  
Bk 4771... No. 491., in the presence of:

  
Signature of Witness

  
Signature of Attorney

Gabriella O'brady  
Name of Witness..

Patrick O'Crady  
Name of Attorney


26 Kana-oo Road..  
Address of Witness  
River view

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

If space is insufficient use additional annexure sheet


Surveyor's Reference: 7825

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

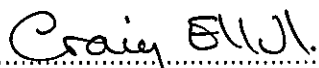
Registered:  30.06.2020 Office Use Only	Office Use Only <b>DP1263621</b>
PLAN OF EASEMENT OVER LOT 2 IN DP 1210647	
Subdivision Certificate number: ..... Date of Endorsement: .....	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>

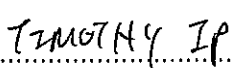
CONSENT OF MORTGAGEE

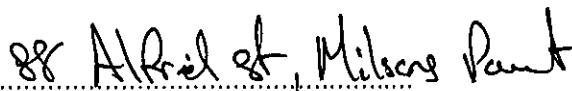
Executed for and on behalf of  
BECL Strategy Holding Ltd  
by authority of its Directors,  
in the presence of:

  
.....  
Signature of Witness

  
.....  
Signature of Director

  
.....  
Name of Witness..

  
.....  
Name of Director

  
.....  
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7825

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan

Lengths are in metres

(Sheet 1 of 6 sheets)

Plan: **DP1263621**

Plan of Easement Over Lot 2 in DP 1210647

Full name and address of the owner of the land:

Arden CH (NSW) Pty Limited  
Unit 3.02  
184 Bourke Road  
ALEXANDRIA  
NSW 2015

**PART 1**

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Padmount Substation 2.815 Wide (A)	2/1210647	Epsilon Distribution Ministerial Holding Corporation
2	Restriction on the Use of Land (B)	2/1210647 (Part)	Epsilon Distribution Ministerial Holding Corporation

**PART 2**

**1. Terms of Easement numbered 1 in the plan**

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Name of Authority having the power to release vary or modify the terms of the Easement numbered 1 in the plan is **Epsilon Distribution Ministerial Holding Corporation**.

  
.....  
Epsilon Distribution Ministerial Holding Corporation

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919** ePlan

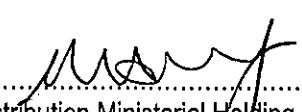
Lengths are in metres (Sheet 2 of 6 sheets)

Plan: **DP1263621** Plan of Easement over Lot 2 in DP 1210647

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

- 1.0 **Definitions**
  - 1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
  - 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
  - 1.3 **erect** includes construct, install, build and maintain.
  - 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
  
- 2.0 No building shall be erected or permitted to remain within the restriction site unless:
  - 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
  - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
  - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
  
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
  
- 4.0 **Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System**
  - 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
  - 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 2 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

  
.....  
Epsilon Distribution Ministerial Holding Corporation

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan

Lengths are in metres

(Sheet 3 of 6 sheets)

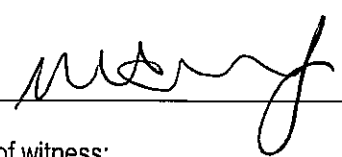
Plan: **DP1263621**

Plan of Easement over Lot 2 in DP 1210647

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

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

Signature of witness:

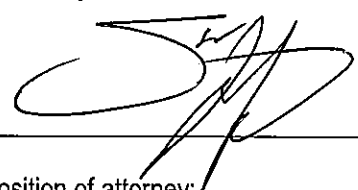
  
\_\_\_\_\_

Name of witness:

Michelle Allamby

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

Signature of attorney:

  
\_\_\_\_\_

Name and position of attorney:

Simon Lawton  
Strategic Property Manager

Signing on behalf of:

Endeavour Energy Network Asset Partnership  
ABN 30 586 412 717

Power of attorney: Book 4768

No 870

EE reference: UML9005

Date: 9/3/2020

  
.....  
Epsilon Distribution Ministerial Holding Corporation

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919** ePlan

Lengths are in metres

(Sheet 4 of 6 sheets)

Plan: **DP1263621**

Plan of Easement over Lot 2 in DP 1210647

**CONSENT OF MORTGAGEE - AM559177 - PA GRAND OPPORTUNITY VIII LTD**

Executed for and on behalf of  
PA Grand Opportunity VIII Ltd  
ARBN 616 859 691  
by its attorney ..... *Patrice O'Grady*  
under power of attorney dated *8/2/2020*  
Bk *4771*... No. *491*, in the presence of:

*Gabriella O'Grady*  
.....  
Signature of Witness

*Patrice O'Grady*  
.....  
Signature of Attorney

*Gabriella O'Grady*  
.....  
Name of Witness..

*Patrice O'Grady*  
.....  
Name of Attorney

*26 Kanaroo Road*  
.....  
Address of Witness

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

*RIVERVIEW*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919** ePlan

Lengths are in metres

(Sheet 5 of 6 sheets)

Plan: **DP1263621**

Plan of Easement over Lot 2 in DP 1210647

EXECUTED by )  
Arden CH (NSW) Pty Limited )  
ACN 155 939 423 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
Derek William McCartney  
Sole Director/Secretary

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919** ePlan

Lengths are in metres

(Sheet 6 of 6 sheets)

Plan: **DP1263621**

Plan of Easement over Lot 2 in DP 1210647

**CONSENT OF MORTGAGEE – AM509059 – BECL STRATEGY HOLDING LTD**

Executed for and on behalf of  
BECL Strategy Holding Ltd  
by authority of its Directors,  
in the presence of:

*C. Ell*

Signature of Witness

*Timothy Ip*

Signature of Director

*Craig Ell*

Name of Witness..

*TIMOTHY IP*

Name of Director

*88 Alfred st, Milberr Park*

Address of Witness

REGISTERED



30.06.2020



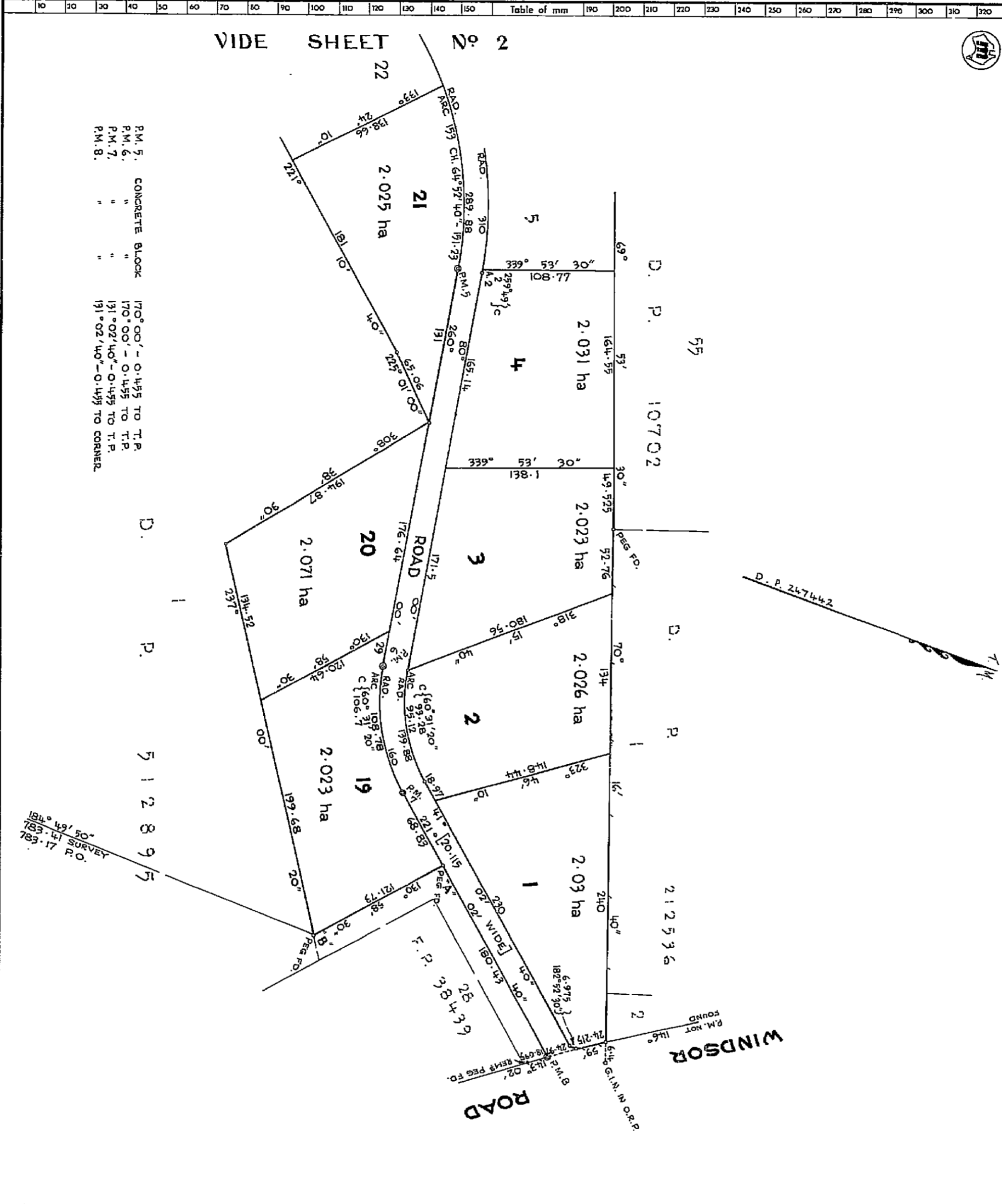


PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY



Plan Drawing only to appear in this space

AMENDMENTS OR ADDITIONS NOTED ON PLAN  
IN REGISTRAR GENERAL'S OFFICE.

1. Bruce Richard Davies, Registrar General for New South Wales, certify that this plan is a true and correct copy of the original plan as a permanent record of a document in my custody, this 30th day of August, 1977.



Reduction Ratio 1: 2500

SURVEYORS REFERENCE: 10496

D. P. 247442

Registered: [Signature]

This is sheet 3 of my plan in 3 sheets dated 25th FEBRUARY 1974.

Supervisor registered under Surveyors Act 1929.

This is sheet 3 of the plan of 3 Sheets covered by my Certificate No. 4839 of 28-2-74.

Signatures and seals only.

*Richard Davies*  
Registrar, General Clerk

THE COMMON SEAL OF N.S.W. SURVEYORS SOCIETY LIMITED WITH HEREONTO ONLY AFFIXED BY [Signature]

STRAFFINS JUSTICE AUTHORIZED BY THE LAW AND DUTY DIRECTED TO AFFIX THE SEAL.



DP 247442

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Sheet 3 of 4 Sheets

PART 11

Plan: Subdivision of Lot 1 in D.P. 208565 covered by Council Clerk's Certificate No. 4839 of 28th February, 1974.

Full name and address of proprietor of the land: Yacobi Trading Company (No. 2) Pty. Limited 37 York Street, Sydney.

TERMS OF RESTRICTIONS AS TO USER SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

(Continued)

(f) Where any sanitary convenience is required by any public body or authority to be and remain detached from any main building no such sanitary convenience shall be erected or permitted to remain in a conspicuous place or position on the land hereby burdened and if the same is visible from the road or other lots in the subdivision the same shall be suitably screened.


(g) For the benefit of any adjoining land owned by the abovementioned proprietor but only during the ownership thereof by the proprietor its successors and assigns other than transferees on sale no fences shall be erected on the land hereby burdened to divide the same from any such adjoining land without the consent of the proprietor but such consent shall not be withheld if such fence is erected without expense to the proprietor and in favour of any person dealing with the transferee on sale such consent shall be deemed to have been given in respect of any fence for the time being erected.

(h) The Transferee on sale shall not from the date of the contract for the purchase of the lot hereby burdened and for a period of three years after the date of registration of the transfer of the said lot and before any building is erected on the said lot display thereon any "For Sale" sign provided that this restriction shall not operate to prevent the transferee on sale from selling or otherwise disposing of the said lot without recourse to the display of such sign. This restriction shall bind the transferee his executors administrators and assigns for the period hereinafter referred to.

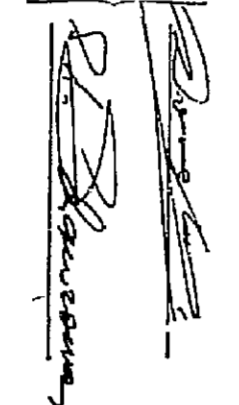


(i) The expression "the land hereby burdened" where herein used shall be deemed to refer separately and severally to each lot hereby burdened and the restrictions in this covenant contained shall apply to each lot as if the transferee had given separate covenants in respect of each such lot.

The said covenants or any of them may be released varied or modified by Yacobi Trading Company (No. 2) Pty. Limited without the consent of any other person.

THE COMMON SEAL OF YACOBI TRADING COMPANY (NO. 2) PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

  
Secretary

THE COMMON SEAL OF N.S.W. PERMANENT BUILDING SOCIETY LIMITED was hereunto duly affixed by GORDON DOUGLASS and SERGIUS JOSEPH SCHAWYRWAS who are duly authorised by the Board of Directors to affix the Seal.

  
  
Common Seal  


FRAME 2

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.

10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 2nd June, 1986.



DP 247442

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Sheet 4 of 4 Sheets

PART 11

Plan: Subdivision of Lot 1 in D.P. 208565 covered by Council Clerk's Certificate No. 4839 of 28th February, 1974.

Full name and address of proprietor of the land: Yacobi Trading Company (No. 2) Pty. Limited 37 York Street, Sydney.



7



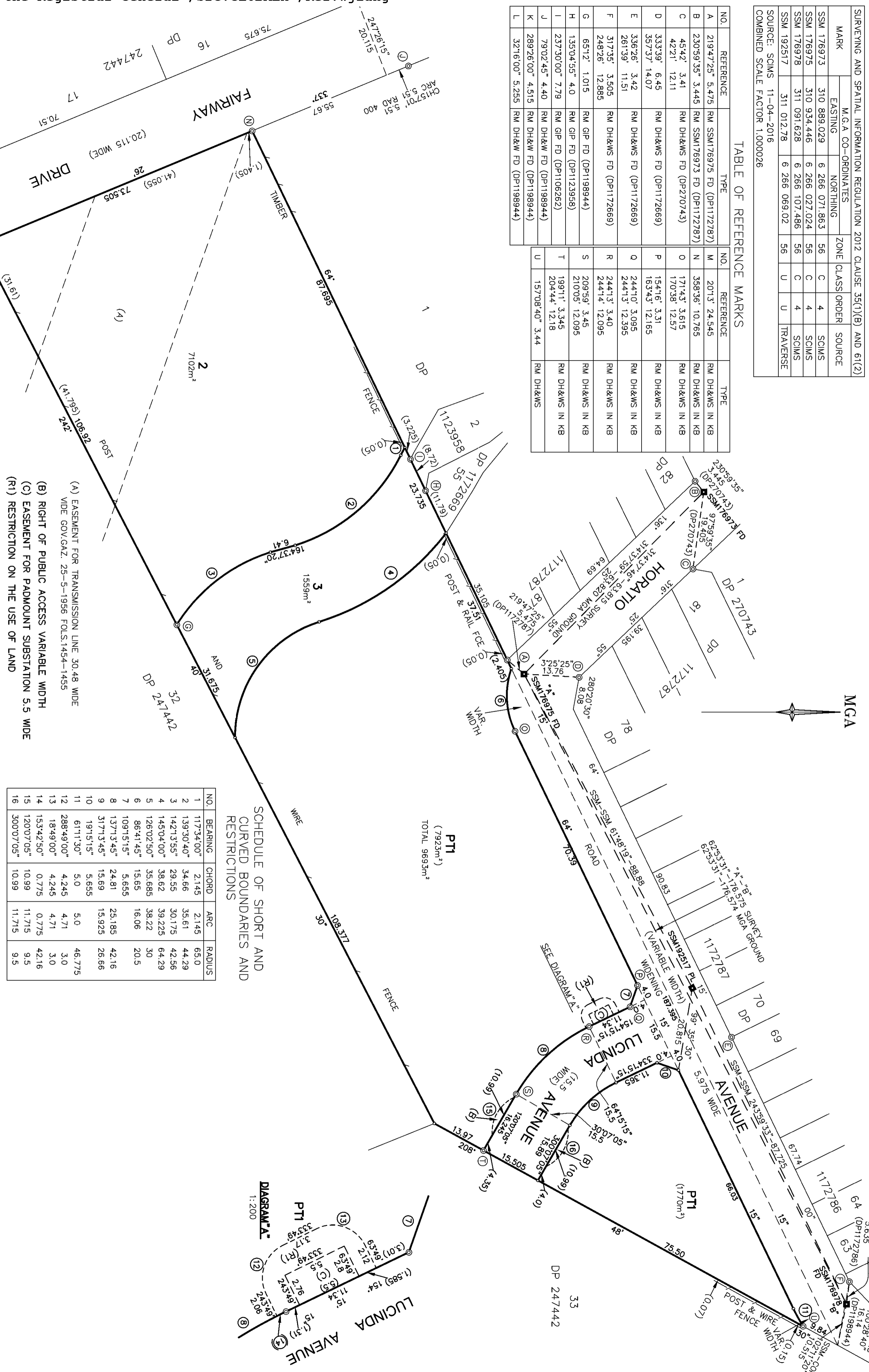
**SURVEYING AND SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(B) AND 61(2)**

MARK	M.G.A CO-ORDINATES	ZONE	CLASS	ORDER	SOURCE
SSM 176973	310 889.029	6 266 071.863	56	C	4 SCIMS
SSM 176975	310 934.446	6 266 027.024	56	C	4 SCIMS
SSM 176978	311 091.628	6 266 107.486	56	C	4 SCIMS
SSM 192517	311 012.78	6 266 069.02	56	U	TRAVERSE

SOURCE: SCIMS 11-04-2016  
 COMBINED SCALE FACTOR 1.000026

**TABLE OF REFERENCE MARKS**

NO.	REFERENCE	TYPE	NO.	REFERENCE	TYPE
A	219.47'25" 5.475	RM SSM176975 FD (DP1172787)	M	201'3" 24.545	RM DH&WS IN KB
B	230.59'35" 3.445	RM SSM176973 FD (DP1172787)	N	358'36" 10.765	RM DH&WS IN KB
C	45.42' 3.41	RM DH&WS FD (DP270743)	O	171.43' 3.615	RM DH&WS IN KB
D	42.21' 12.11	RM DH&WS FD (DP1172669)	P	170.38' 12.57	RM DH&WS IN KB
E	333.39' 6.45	RM DH&WS FD (DP1172669)	Q	154.16' 3.31	RM DH&WS IN KB
F	336.26' 3.42	RM DH&WS FD (DP1172669)	R	163.43' 12.165	RM DH&WS IN KB
G	261.39' 11.51	RM DH&WS FD (DP1172669)	S	244.13' 3.40	RM DH&WS IN KB
H	248.26' 12.885	RM DH&WS FD (DP1172669)	T	204.44' 12.18	RM DH&WS IN KB
I	65.12' 1.015	RM GIP FD (DP1198944)	U	157.08'40" 3.44	RM DH&WS
J	135.04'55" 4.0	RM GIP FD (DP1123958)			
K	237.30'00" 7.79	RM GIP FD (DP1106262)			
L	79.02'45" 4.40	RM DH&W FD (DP1198944)			
	289.26'00" 4.515	RM DH&W FD (DP1198944)			
	321.6'00" 5.255	RM DH&W FD (DP1198944)			



(A) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE  
 WIDE GOV.GAZ. 25-5-1956 FOLS.1454-1455

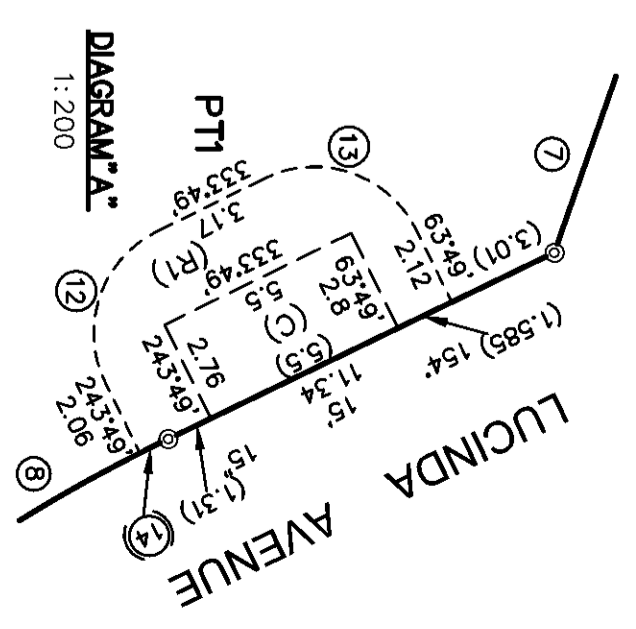
(B) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH

(C) EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE

(R1) RESTRICTION ON THE USE OF LAND

**SCHEDULE OF SHORT AND CURVED BOUNDARIES AND RESTRICTIONS**

NO.	BEARING	CHORD	ARC	RADIUS
1	117°34'00"	2.145	2.145	65.0
2	139°30'40"	34.66	35.61	44.29
3	142°13'55"	29.55	30.175	42.56
4	145°04'00"	38.62	39.225	64.29
5	126°02'50"	35.685	38.22	30
6	86°41'45"	15.65	16.06	20.5
7	109°15'15"	5.655	5.655	25.185
8	137°13'45"	24.81	25.185	42.16
9	317°13'45"	15.69	15.925	26.66
10	19°15'15"	5.655	5.655	46.775
11	61°11'30"	5.0	5.0	3.0
12	288°49'00"	4.245	4.71	3.0
13	18°49'00"	4.245	4.71	3.0
14	153°42'50"	0.775	0.775	42.16
15	120°07'05"	10.99	11.715	9.5
16	300°07'05"	10.99	11.715	9.5



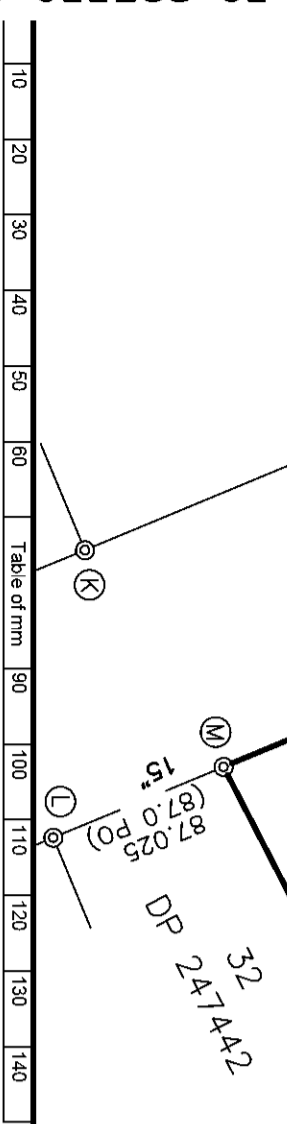
Surveyor: CHRISTOPHER JOHN MOYCE  
 Date of Survey: 11-04-2016  
 Surveyor's Reference: 35283-42748DP

PLAN OF SUBDIVISION OF LOT 31 IN DP247442

LGA: THE HILLS SHIRE  
 Locality: KELLYVILLE  
 Subdivision No: 11306

Registered  
 31.8.2016

DP1210647





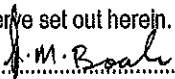
PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 35 sheet(s)

Registered:  31.8.2016 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only <h1 style="text-align: center;">DP1210647</h1>
<b>PLAN OF SUBDIVISION OF LOT 31 IN DP247442</b>	LGA: THE HILLS SHIRE Locality: KELLYVILLE Parish: CASTLE HILL County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	Survey Certificate I, CHRISTOPHER JOHN MOYCE of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 11/4/2016 *(b) The part of the land shown in the plan ( <del>*(being/*excluding ^.....)</del> ) <del>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation.</del> *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  ..... Dated: 11/4/2016 Surveyor ID: 1671 Datum Line: "A" - "B" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, <u>ANDREW BROOKS</u> ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  ..... Accreditation number: ..... Consent Authority: The Hills Shire Council Date of endorsement: <u>22.7.16</u> ..... Subdivision Certificate number: <u>11306</u> ..... File number: 824/2013/JP, <u>13.17.SC</u> *Strike through if inapplicable.	Plans used in the preparation of survey/compilation: DP247442 DP1123958 DP1172669 DP1172786 DP1172787 DP1198944 If space is insufficient continue on PLAN FORM 6A
Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.  IT IS INTENDED TO DEDICATE LUCINDA AVENUE AND THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference: 35283-42748DP


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 35 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  31.8.2016</p> <p><b>PLAN OF SUBDIVISION OF LOT 31 IN DP247442</b></p> <p>Subdivision Certificate number: ..... 11306 .....</p> <p>Date of Endorsement: ..... 22.7.16 .....</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;"><b>DP1210647</b></p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (B)
2. EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (C)
3. RESTRICTION ON THE USE OF LAND (R1)
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. POSITIVE COVENANT
8. POSITIVE COVENANT
9. POSITIVE COVENANT

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1 WEST OF LUCINDA AVENUE	1	LUCINDA	AVENUE	KELLYVILLE
1 EAST OF LUCINDA AVENUE	2	LUCINDA	AVENUE	KELLYVILLE
2	NOT AVAILABLE			
3	NOT AVAILABLE			

If space is insufficient use additional annexure sheet

Surveyor's Reference: 35283-42748DP


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 35 sheet(s)

<p>Office Use Only</p> <p>Registered:  31.8.2016</p> <p>PLAN OF SUBDIVISION OF LOT 31 IN DP247442</p> <p>Subdivision Certificate number: ..... 11306 .....</p> <p>Date of Endorsement: ..... 28.7.16 .....</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1210647</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXECUTED by Arden CH (NSW) Pty )  
Ltd ACN 155 939 423 in accordance )  
with section 127(1) of the Corporations )  
Act 2001 (Cth) by authority of its )  
directors: )



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

.....  
Signature of Director/Secretary

SOLE

.....  
~~Name of Director (block letters)~~

DEREK WILLIAM MCCARTNEY  
.....  
Name of Director/Secretary  
(block letters)

SOLE

If space is insufficient use additional annexure sheet


Surveyor's Reference: 35283-42748DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

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

Office Use Only  
Registered:  31.8.2016

Office Use Only  
**DP1210647**

PLAN OF SUBDIVISION OF LOT 31 IN  
DP247442

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

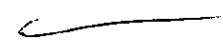
Subdivision Certificate number: 11306  
Date of Endorsement: 28.7.16

**Westpac Banking Corporation**  
ABN 33 007 457 141  
being the Mortgagee under Mortgage number  
AK 31795 hereby consent   
to this Lease/Lien plan 4.8.2016

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See \* below]

Certified correct for the purposes of the Real Property Act 1900 by the MORTGAGEE  
SIGNED by JENINE BAIRD as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332

Signature of witness: 



Name of witness: **AVERIL JOY KLEIN**

(Signature) Tier Three Attorney  
By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney

Address of witness: 1 King Street  
Concord West NSW

\*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

If space is insufficient use additional annexure sheet

Surveyor's Reference: 35283-42748DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:  31.8.2016

PLAN OF SUBDIVISION OF LOT 31 IN  
DP247442

DP1210647


Subdivision Certificate number: 11306  
Date of Endorsement: 28.7.16

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

Consent under Mortgage No. AI919764

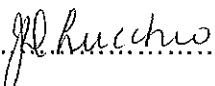
EXECUTED by HARBURG NOMINEES PTY LTD )  
ACN 103 245 923 by its duly constituted Attorney )  
DAVID CRANSTON McEACHERN under )  
Power of Attorney No. BK 4708 No. 197 in the )  
presence of: )



  
.....  
Giovanna Antonietta DiLucchio CDec 87004  
Level 8, 388 Queen Street  
Brisbane QLD 4000

EXECUTED by HARBURG INVESTMENTS PTY LTD )  
ACN 010 279 884 by its duly constituted Attorney )  
DAVID CRANSTON McEACHERN under )  
Power of Attorney No. BK 4708 No. 198 in the )  
presence of: )



  
.....  
Giovanna Antonietta DiLucchio CDec 87004  
Level 8, 388 Queen Street  
Brisbane QLD 4000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 35283-42748DP

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

**Lengths are in metres:**

(Sheet 1 of ~~11~~ 13 sheets)

**Plan:**

**DP1210647**

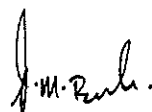
Plan of subdivision of Lot 31 in DP247442 covered by Council's Subdivision Certificate No. 11306 Dated 28.7.16.

**Full name and address of the owner of the Land**

Arden CH (NSW) Pty Ltd  
 ACN 155 939 423  
 C/- Kennedy, McLaughlin & Associates  
 Suite 12, 220 Boundary Street  
 Spring Hill Qld 4000

**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	Right of Public Access Variable Width (B)	1	The Hills Shire Council
2	Easement for Padmount Substation 5.5 Wide (C)	1	Endeavour Energy
3	Restriction on the Use of Land (R1)	Part 1 designated (R1)	Endeavour Energy
4	Restriction on the Use of Land	1 and 2	The Hills Shire Council
5	Restriction on the Use of Land	1 and 2	The Hills Shire Council
6	Restriction on the Use of Land	1 and 2	The Hills Shire Council



.....  
 Authorised Person  
 The Hills Shire Council

Lengths are in metres:

(Sheet 2 of ~~113~~ sheets)

Plan:

**DP1210647**

Plan of subdivision of Lot 31 in  
DP247442 covered by Council's  
Subdivision Certificate No. 11306  
Dated 28.7.16

**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:
7	Positive Covenant	1 and 2	The Hills Shire Council
8	Positive Covenant	1 and 2	The Hills Shire Council
9	Positive Covenant	3	The Hills Shire Council

**Part 2 (Terms)**

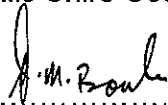
1. Terms of Right of Public Access Variable Width (B) numbered 1 in the plan.

Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act 1993 for the purpose of providing access across the easement site.
2. The easement site is made accessible to the public.
3. The easement will be extinguished upon the extension of the adjoining public road to which it relates.

Name of authority empowered to release vary or modify the Right of Public Access Variable Width (B) numbered 1 in the plan.

The Hills Shire Council



.....  
Authorised Person

The Hills Shire Council

Ref: 35283-42748-88B April16.doc

Lengths are in metres:

(Sheet 3 of ~~14~~<sup>13</sup> sheets)

Plan:  
**DP1210647**

Plan of subdivision of Lot 31 in  
DP247442 covered by Council's  
Subdivision Certificate No. 11306  
Dated 28.7.16

### Part 2 (Terms)(Cont.)

2. Terms of Easement for Padmount Substation 5.50 Wide (C) Numbered 2 in the plan

The terms as set out in Memorandum No. AK104621 registered at Land and Property Information NSW are incorporated in this document.

Name of authority empowered to release vary or modify the Easement for Padmount Substation 5.50 Wide (C) numbered 2 in the plan.

Endeavour Energy

3. Terms of Restriction on the Use of Land (R1) numbered 3 in the plan

3.1 Definitions:

3.1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

3.1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

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

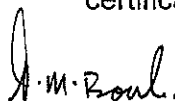
3.1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

3.2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

3.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

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



.....  
Authorised Person  
The Hills Shire Council  
Ref: 35283-42748-88B April16.doc

Lengths are in metres:

(Sheet 4 of <sup>13</sup>11 sheets)

Plan:  
**DP1210647**

Plan of subdivision of Lot 31 in  
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Subdivision Certificate No. 11306  
Dated 28.7.16

**Part 2 (Terms)(Cont.)**

3.3 The fire ratings mentioned in clause 3.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3.4 Lessee of Endeavour Energy's Distribution System

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

3.4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

Name of authority empowered to release vary or modify the Restriction on the Use of Land (R1) numbered 3 in the plan.

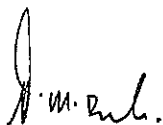
Endeavour Energy

4. Terms of Restriction on the Use of Land numbered 4 in the plan

No building shall be constructed on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a 20,000 litre rainwater tank for each building (or an equivalent combined volume across the development site as a whole) in accordance with the requirements of The Hills Shire Council.

Name of authority empowered to release vary or modify the Restriction on the Use of Land numbered 4 in the plan.

The Hills Shire Council



.....  
Authorised Person  
The Hills Shire Council

Lengths are in metres:

(Sheet 5 of ~~11~~<sup>13</sup> sheets)

Plan:

**DP1210647**

Plan of subdivision of Lot 31 in  
DP247442 covered by Council's  
Subdivision Certificate No. 11306  
Dated 28.7.16

**Part 2 (Terms)(Cont.)**

5. Terms of Restriction on the Use of Land numbered 5 in the plan

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

The number of bedrooms within each dwelling/unit is shown on the plans/details approved by Council as Development Consent DA 824/2013/JP (as amended) and 1098/2015/HB, a copy of which is held at Council.

Name of authority empowered to release vary or modify the Restriction on the Use of Land numbered 5 in the plan.

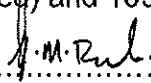
The Hills Shire Council

6. Terms of Restriction on the Use of Land numbered 6 in the plan

The registered proprietor shall not make or permit or suffer the making of any alterations to any stormwater treatment measures/water sensitive urban design elements which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.

The expression "stormwater treatment measures/water sensitive urban design elements" means the infiltration systems, porous pavement, sediment basins, bio-retention swales, bio-retention basins, rain gardens, landscaped or vegetated swales, vegetated buffers, swale/buffer systems, sand filter, wetlands, ponds, retarding basins, aquifer storage and recovery, rainwater reuse tanks, stormwater reuse tanks, gross pollutant traps, pit inserts, silt/oil arresters or other proprietary products including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins or surfaces graded to direct stormwater to the stormwater treatment measures/water sensitive urban design elements.

The stormwater treatment measures/water sensitive urban design elements is detailed on the plans approved by Stephen Natilli of McKenzie Group as Construction Certificate Ref No. 15/122843-1(MOD) dated 9 November 2015. A copy of this Construction Certificate is held at Council Ref DA 824/2013/JP (as amended) and 1098/2015/HB.

  
.....

Authorised Person  
The Hills Shire Council

Lengths are in metres:

(Sheet 6 of ~~11~~<sup>13</sup> sheets)

Plan:  
**DP1210647**

Plan of subdivision of Lot 31 in  
DP247442 covered by Council's  
Subdivision Certificate No. 11306  
Dated 28.7.16

**Part 2 (Terms)(Cont.)**

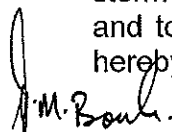
Name of authority empowered to release vary or modify the Restriction on the Use of Land numbered 6 in the plan.

The Hills Shire Council

**7. Terms of Positive Covenant numbered 7 in the plan**

7.1 The registered proprietor(s) covenant as follows with the Council benefited in respect to the stormwater treatment measures/water sensitive urban design elements constructed and/or installed on the lot(s) that they will:

- (a) keep the stormwater treatment measures/water sensitive urban design elements clean and free from silt, rubbish and debris;
- (b) maintain and repair the stormwater treatment measures/water sensitive urban design elements at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturers recommended requirements and/or the "maintenance and procedures operational plan" as approved by Stephen Natilli of McKenzie Group as Construction Certificate Ref: No.15/122843-1(MOD) Dated 9 November 2015  
A copy of this Construction Certificate is held at Council Ref: DA824/2013/JP (as amended) and 1098/2015/HB. A copy of this plan is available to all owners and occupiers of the lot(s).
- (c) For the purposes of ensuring observance of this covenant, permit The Hills Shire Council to enter the land and inspect the condition of the stormwater treatment measures/water sensitive urban design elements and the state of construction, maintenance or repair of the stormwater treatment measures/water sensitive urban design elements, for compliance with the requirements of this covenant.
- (d) Notify Council after each programmed maintenance inspection.
- (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the stormwater treatment measures/water sensitive urban design elements and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly.



.....  
Authorised Person  
The Hills Shire Council

Lengths are in metres:

(Sheet 7 of <sup>13</sup>11 sheets)

Plan:

**DP1210647**

Plan of subdivision of Lot 31 in  
DP247442 covered by Council's  
Subdivision Certificate No. 11306  
Dated 28.7.16

**Part 2 (Terms)(Cont.)**

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

- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above: and
- (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
  - (i) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
  - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in section 88E(5) of the Act.

Name of authority empowered to release vary or modify the Positive Covenant numbered 7 in the plan.

The Hills Shire Council



.....  
Authorised Person  
The Hills Shire Council

Lengths are in metres:

(Sheet 8 of <sup>13</sup>11 sheets)

Plan:

**DP1210647**

Plan of subdivision of Lot 31 in  
DP247442 covered by Council's  
Subdivision Certificate No. 11306  
Dated 28.7.16

**Part 2 (Terms)(Cont.)**

8. Terms of Positive Covenant numbered 8 in the plan

8.1 The registered proprietor of the lot(s) hereby burdened will in respect of the basement stormwater pump-out system:

- (a) Maintain and repair at the sole expense of the registered proprietors the whole of the basement stormwater pump-out system so that it functions in a safe and efficient manner;
- (b) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
- (c) 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.

The expression "basement stormwater pump-out system" shall include all pump mechanisms, rising mains, collection sumps, ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to direct stormwater to the basement stormwater pump-out system.

8.2 Pursuant to section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

- (a) In the event that the registered proprietor 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 above: and
- (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
  - (i) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) above. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.



.....  
Authorised Person

The Hills Shire Council

Ref: 35283-42748-88B April16.doc

Lengths are in metres:

(Sheet 9 of ~~11~~<sup>13</sup> sheets)

Plan:  
**DP1210647**

Plan of subdivision of Lot 31 in  
DP247442 covered by Council's  
Subdivision Certificate No. 11306  
Dated 28.7.16

### Part 2 (Terms)(Cont.)

- (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in section 88E(5) of the Act.

Name of authority empowered to release vary or modify the Positive Covenant numbered 8 in the plan.

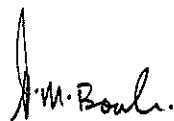
The Hills Shire Council

#### 9. Terms of Positive Covenant numbered 9 in the plan

The registered proprietor of the lot(s) hereby burdened must comply with the vegetation management plan prepared by UBM Ecological Consultants Pty Ltd dated 5 March 2015 (revised 29 April 2016) relating to the restricted development area being the entirety of the lot burdened throughout the occupation and use of the development area complying with the requirements of The Hills Shire Council.

Name of authority empowered to release vary or modify the Positive Covenant numbered 9 in the plan.

The Hills Shire Council



.....  
Authorised Person  
The Hills Shire Council  
Ref: 35283-42748-88B April16.doc

Lengths are in metres:

(Sheet 10 of <sup>13</sup>11 sheets)

Plan:

DP1210647

Plan of subdivision of Lot 31 in  
DP247442 covered by Council's  
Subdivision Certificate No. 11306  
Dated 28.7.16

Signed on behalf of Endeavour Energy  
ABN 59 253 130 878  
by its Attorney pursuant to  
Power of Attorney Book ~~4693~~ No ~~329~~  
in the presence of: 4705 566

CH

*T Deans*

Signature of Witness

*Deborah Fears*

Name of Witness

C/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood 2148

*Helen Smith*

Signature of Attorney

Name: Helen Smith

Position: Manager Property & Fleet

Date of execution: 20 JUNE 2016

Reference:

URS18291 + UML6494

*J.M. Paul*

Lengths are in metres:

(Sheet 11 of <sup>13</sup>11 sheets)

Plan:

**DP1210647**

Plan of subdivision of Lot 31 in  
DP247442 covered by Council's  
Subdivision Certificate No. 11306  
Dated 12.7.16

**EXECUTED** by Arden CH (NSW) Pty )  
Ltd ACN 155 939 423 in accordance )  
with section 127(1) of the Corporations )  
Act 2001 (Cth) by authority of its )  
directors: )



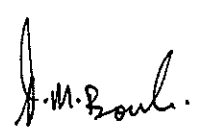
.....  
~~Signature of Director~~\_\_\_\_\_

.....  
Signature of Director/Secretary  
*sole*

.....  
~~Name of Director (block letters)~~\_\_\_\_\_

**DEREK WILLIAMS**  
.....  
Name of Director/Secretary  
(block letters)  
*sole*

Signature and seals of mortgagee



Lengths are in metres:

(Sheet 12 of 13 sheets)

Plan:

**DP1210647**

Plan of subdivision of Lot 31 in  
DP247442 covered by Council's  
Subdivision Certificate No.  
Dated

**Westpac Banking Corporation**

ABN 33 007 457 141

being the Mortgagee under Mortgage number

AK31795 hereby consents  
to this Lease/Lien plan instrument

41/8/2016

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See \* below]

Signature of witness:



Name of witness:

**AVERIL JOY KLEIN**

Address of witness:

1 King Street  
Concord West NSW

\*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

Certified correct for the purposes of the Real Property Act 1900 by the NSW LEGAL  
SIGNED by JENINE SAID as attorney  
for Westpac Banking Corporation under power of  
attorney registered Book 4299 no. 332

.....  
(Signature)

Tier Three Attorney

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney

**Lengths are in metres:**

(Sheet 13 of 13 sheets)

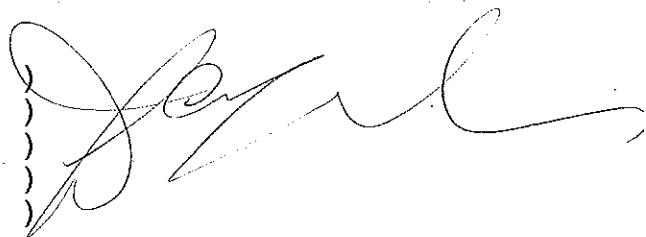
**Plan:**

**DP1210647**

Plan of subdivision of Lot 31 in  
DP247442 covered by Council's  
Subdivision Certificate No.  
Dated

Consent under Mortgage No. A1919764

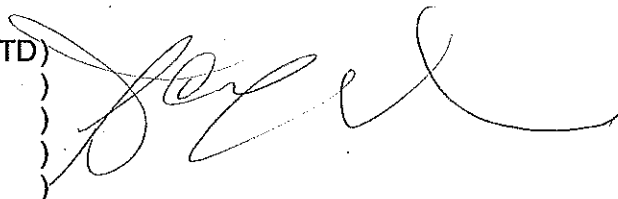
EXECUTED by HARBURG NOMINEES PTY LTD  
ACN 103 245 923 by its duly constituted Attorney  
DAVID CRANSTON McEACHERN under  
Power of Attorney No. BK 4708 No. 197 in the  
presence of:



*DiLucchio*

.....  
Giovanna Antonietta DiLucchio CDec 87004  
Level 8, 388 Queen Street  
Brisbane QLD 4000

EXECUTED by HARBURG INVESTMENTS PTY LTD)  
ACN 010 279 884 by its duly constituted Attorney  
DAVID CRANSTON McEACHERN under  
Power of Attorney No. BK 4708 No. 198 in the  
presence of:



*DiLucchio*

.....  
Giovanna Antonietta DiLucchio CDec 87004  
Level 8, 388 Queen Street  
Brisbane QLD 4000

REGISTERED



31.8.2016

Form: 13PC  
Release: 3-1

# POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919



## AQ156713L

**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**

2/1210647

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any SDG LAND DEVELOPMENT SOLUTIONS PTY LTD PO BOX 2572 NORTH PARRAMATTA NSW 1750 PH:96307955 E: SR@SDG.NET.AU =LRS ACCOUNT NO. 131581	CODE  <b>PC</b>
Reference:	7825	

(C) **REGISTERED PROPRIETOR**

Of the above land  
ARDEN CH (NSW) PTY LTD (ACN 155 939 423)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AM509059	BECL STRATEGY HOLDING LTD
	AM559177	PA GRAND OPPORTUNITY VIII LTD

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
THE HILLS SHIRE COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE **21 FEBRUARY 2020**

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *[Signature]*  
 Name of witness: **HARLEIGH HAINES**  
 Address of witness: **21 THE HILLS SHIRE COUNCIL  
 3 COLUMBIA COURT  
 NORVEST NSW 2153**

Signature of authorised officer: *[Signature]*  
 Name of authorised officer: **BEN HAWKINS**  
 Position of authorised officer: **MANAGER SUBDIVISION +  
 DEVELOPMENT CERTIFICATION**

(G) **Execution by the registered proprietor**

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

Company: ARDEN CH (NSW) PTY LTD (ACN 155 939 423)  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*  
 Name of authorised person: **Derek William McCartney**  
 Office held: **Sole Director/Secretary**

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

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AM509059 & AM559177, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: (For Execution by Mortgagees)      Signature of mortgagee:  
 Name of witness: (See Sheets 5 & 6)  
 Address of witness:


ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

**Terms of Positive Covenant**

1. The registered proprietor of the lot(s) hereby burdened will in respect of the basement stormwater pump-out system:
  - a. Maintain and repair at the sole expense of the registered proprietors the whole of the basement stormwater pump-out system so that it functions in a safe and efficient manner;
  - b. Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
  - c. 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.

The expression "basement stormwater pump-out system" shall include all pump mechanisms, rising mains, collection sumps, ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to direct stormwater to the basement stormwater pump-out system.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
  - a. In the event that the registered proprietor 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 above; and

.....  
  
ARDEN CH (NSW) PTY LTD

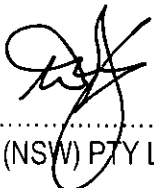
.....  
  
THE HILLS SHIRE COUNCIL

ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

- b. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
- i. Any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
  - ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

Name of Authority having the power to release, vary or modify the positive covenant is **The Hills Shire Council**.

  
.....  
ARDEN CH (NSW) PTY LTD

  
.....  
THE HILLS SHIRE COUNCIL

ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

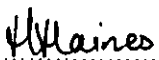
SIGNED BY THE HILLS SHIRE COUNCIL

  
.....  
Authorised Officer

Name: BEN HAWKINS ..... Position: MANAGER SUBDIVISION + DEVELOPMENT  
CERTIFICATION

As delegate pursuant to section 377 of the Local Government Act 1993 and I certify that I have no notice of revocation of such delegation


Signed in the presence of:

  
.....  
Signature of Witness

HARLEIGH HAINES  
.....  
Name of Witness  
CI-THE HILLS SHIRE COUNCIL  
3 COLUMBIA COURT  
NORWEST NSW 2153  
.....  
Address

ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

EXECUTED by )  
Arden CH (NSW) Pty Limited )  
ACN 155 939 423 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
**Derek William McCartney**  
Sole Director/Secretary

**CONSENT OF MORTGAGEE – AM509059 – BECL STRATEGY HOLDING LTD**

EXECUTED by  
BECL Strategy Holding Ltd  
by authority of its directors:



.....  
Signature of Witness

WAI MING LAM

.....  
Name of Witness



.....  
Signature of Director

TIMOTHY Z

.....  
Name of Director

Suite 5 Level 61 MLC Centre  
19 Martin Place Sydney 2000  
.....  
Address of Witness

ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

**CONSENT OF MORTGAGEE – AM559177 - PA GRAND OPPORTUNITY VIII LTD**

Executed for and on behalf of  
PA Grand Opportunity VIII Ltd  
ABN 616 859 691

by its attorney ..... *Patrick O'Grady*  
under power of attorney dated *6/2/2020*  
Bk *4771* No. *491*..., in the presence of:

*[Signature]*  
.....  
Signature of Witness

*Gabriella O'Grady*  
.....  
Name of Witness

*26 Kangaroo Road*  
.....  
Address of Witness

*RIVERVIEW*

*[Signature]*  
.....  
Signature of Attorney

*Patrick O'Grady*  
.....  
Name of Attorney

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

*[Handwritten mark]*



**AQ156713L-L01**

Becl Strategy Holding Ltd  
C/- Beijing Capital Land Ltd  
Suites 4602-05, One Exchange Square  
Central  
Hong Kong

2 June 2020

The Registrar General  
New South Wales Land Registry Services  
1 Prince Albert Road  
Queens Square  
Sydney NSW 2000

Dear Sir/Madam

**Becl Strategy Holding Ltd - confirmation of foreign company status**

I Timothy Ip, a director of Becl Strategy Holding Ltd, confirm that:

1. Becl Strategy Holding Ltd is a corporation incorporated in the British Virgin Islands;
2. Becl Strategy Holding Ltd is not a registered foreign company;
3. Becl Strategy Holding Ltd does not have an ARBN; and
4. Becl Strategy Holding Ltd does not carry on business in Australia.

Yours faithfully

A handwritten signature in black ink, appearing to be 'Timothy Ip', written in a cursive style.

Timothy Ip  
Director  
Becl Strategy Holding Ltd

Form: 13PC  
 Release: 3-1

**POSITIVE COVENANT**  
 New South Wales



**AQ156714J**

Section 88E(3) Conveyancing Act 1919

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar 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	2/1210647		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any SDG LAND DEVELOPMENT SOLUTIONS PTY LTD PO BOX 2572 NORTH PARRAMATTA NSW 1750 PH:96307955 E: SR@SDG.NET.AU = LRS ACCOUNT NO. 131581	
	Reference:	7825	
(C) REGISTERED PROPRIETOR	Of the above land ARDEN CH (NSW) PTY LTD (ACN 155 939 423)		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AM509059 AM559177	BECL STRATEGY HOLDING LTD PA GRAND OPPORTUNITY VIII LTD
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 THE HILLS SHIRE COUNCIL		

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 21 FEBRUARY 2020

(G) Execution by the prescribed authority  
 I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *H Haines*  
 Name of witness: HARLEIGH HAINES  
 Address of witness: CT-THE HILLS SHIRE COUNCIL  
 3 COLUMBIA COURT  
 NORTHWEST NSW 2159

Signature of authorised officer: *BH*  
 Name of authorised officer: BEN HAWKINS  
 Position of authorised officer: MANAGER SUBDIVISION + DEVELOPMENT CERTIFICATION

(G) Execution by the registered proprietor  
 Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.  
 Company: ARDEN CH (NSW) PTY LTD (ACN 155 939 423)  
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *DWM*  
 Name of authorised person: Derek William McCartney  
 Office held: Sole Director/Secretary

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

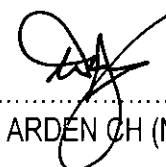
(H) Consent of the mortgagee  
 The mortgagee under mortgage No. AM509059 & AM559177, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: (For Execution by Mortgagees) Signature of mortgagee:  
 Name of witness: (See Sheets 5 & 6)  
 Address of witness:

ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

**Terms of Positive Covenant**

1. The registered proprietor(s) covenant as follows with the Council benefited in respect to the stormwater treatment measures/water sensitive urban design elements constructed and/or installed on the lots(s), that they will:
  - a. Keep the stormwater treatment measures/water sensitive urban design elements clean and free from silt, rubbish and debris;
  - b. Maintain and repair the stormwater treatment measures/ water sensitive urban design elements at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, as approved by Dix Gardner Group Pty Ltd as Construction Certificate Ref 18/0696-02 dated 29/04/2019. A copy of this Construction Certificate is held at Council Ref 1838/2019/PO. A copy of this plan is available to all owners and occupiers of the lot(s).
  - c. For the purposes of ensuring observance of this covenant, permit the Council to enter the land and inspect the condition of the stormwater treatment measures/water sensitive urban design elements and the state of construction, maintenance or repair of the stormwater treatment measures/water sensitive urban design elements, for compliance with the requirements of this covenant.
  - d. Notify Council after each programmed maintenance inspection.
  - e. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the stormwater treatment measures/ water sensitive urban design elements and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly.
2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
  - a. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above; and



.....  
ARDEN CH (NSW) PTY LTD



.....  
THE HILLS SHIRE COUNCIL

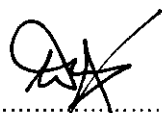
ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

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

This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

Name of Authority having the power to release, vary or modify the positive covenant is **The Hills Shire Council**.


EXECUTED by )  
Arden CH (NSW) Pty Limited )  
ACN 155 939 423 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
**Derek William McCartney**  
Sole Director/Secretary

  
.....  
THE HILLS SHIRE COUNCIL

ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

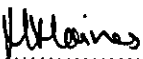
SIGNED BY THE HILLS SHIRE COUNCIL

  
.....  
Authorised Officer

Name: BEN HAWKINS Position: MANAGER SUBDIVISION + DEVELOPMENT  
CERTIFICATION

As delegate pursuant to section 377 of the Local Government Act 1993 and I certify that I have no notice of revocation of such delegation

Signed in the presence of:

  
.....  
Signature of Witness

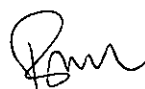
HARLEIGH HAINES  
.....  
Name of Witness

CI-THE HILLS SHIRE COUNCIL  
3 ~~COLUMBIA~~ COLUMBIA COURT  
NORWEST NSW 2153  
.....  
Address

ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

**CONSENT OF MORTGAGEE – AM509059 – BECL STRATEGY HOLDING LTD**

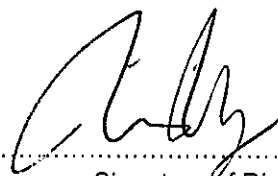
EXECUTED by  
BECL Strategy Holding Ltd  
by authority of its directors:



.....  
Signature of Witness

WAI MING LAM

.....  
Name of Witness



.....  
Signature of Director

TIMOTHY IP

.....  
Name of Director

Suite 5 Level 61 MLC Centre  
19 Martin Place Sydney 2000

.....  
Address of Witness



ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

**CONSENT OF MORTGAGEE – AM559177 - PA GRAND OPPORTUNITY VIII LTD**

Executed for and on behalf of  
PA Grand Opportunity VIII Ltd  
ABN 616 859 691  
by its attorney Patrick O'Grady  
under power of attorney dated 6/2/2020  
Bk 4771 No. 491, in the presence of:

O'Grady  
Signature of Witness

Gabriella O'Grady  
Name of Witness

26 Kangaroo Road  
Address of Witness  
Riverview

  
Signature of Attorney

Patrick O'Grady  
Name of Attorney

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



Form: 13RPA  
 Release: 3.1

**RESTRICTION ON THE  
 USE OF LAND BY A  
 PRESCRIBED AUTHORITY**

**AQ156715G**

New South Wales

Section 88E(3) Conveyancing Act 1919

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

(A) **TORRENS TITLE** 2/1210647

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any SDG LAND DEVELOPMENT SOLUTIONS PTY LTD PO BOX 2572 NORTH PARRAMATTA NSW 1750 PH:96307955 E: SR@SDG.NET.AU = LRS ACCOUNT NO. 131581	CODE  <b>RV</b>
	Reference: <span style="border: 1px solid black; padding: 2px;">7825</span>	

(C) **REGISTERED PROPRIETOR** Of the above land  
ARDEN CH (NSW) PTY LTD (ACN 155 939 423)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AM509059 AM559177	BECL STRATEGY HOLDING LTD PA GRAND OPPORTUNITY VIII LTD

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919  
THE HILLS SHIRE COUNCIL

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure **A** hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE **21 FEBRUARY 2020**

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: **H Haines**  
 Name of witness: **HARLEIGH HAINES**  
 Address of witness: **CI-THE HILLS SHIRE COUNCIL  
 3 COLUMBIA COURT  
 NORTHWEST NSW 2153**

Signature of authorised officer: **[Signature]**  
 Name of authorised officer: **BEN HAWKINS**  
 Position of authorised officer: **MANAGER SUBDIVISION+  
 DEVELOPMENT CERTIFICATION**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.  
 Company: ARDEN CH (NSW) PTY LTD (ACN 155 939 423)  
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: **[Signature]**  
 Name of authorised person: **Derek William McCartney**  
 Office held: **Sole Director/Secretary**

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

(H) The mortgagee under mortgage No. AM509059 & AM559177 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: **(For Execution by Mortgagees)** Signature of mortgagee:  
 Name of witness: **(See Sheets 3 & 4)**  
 Address of witness:

ANNEXURE 'A'  
RESTRICTION ON THE USE OF LAND AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

**Terms of Restriction on the Use of Land**

The registered proprietor shall not make or permit or suffer the making of any alterations to any stormwater treatment measures/ water sensitive urban design elements which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.

The expression "stormwater treatment measures/water sensitive urban design elements" means the infiltration systems, porous pavement, sediment basins, bioretention swales, bio-retention basins, rain gardens, landscaped or vegetated swales, vegetated buffers, swale/buffer systems, sand filter, wetlands, ponds, retarding basins, aquifer storage and recovery, rainwater reuse tanks, stormwater reuse tanks, gross pollutant traps, pit inserts, silt/oil arrestors or other proprietary products including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins or surfaces graded to direct stormwater to the stormwater treatment measures/water sensitive urban design elements.

The stormwater treatment measures/water sensitive urban design elements is detailed on the plans approved by Dix Gardner Group Pty Ltd as Construction Certificate Ref 18/0696-02 dated 29/04/2019.

Name of Authority having the power to release, vary or modify the restriction is **The Hills Shire Council**.

SIGNED BY THE HILLS SHIRE COUNCIL

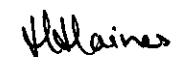


.....  
Authorised Officer

Name: BEN HAWKINS Position: MANAGER SUBDIVISION + DEVELOPMENT CERTIFICATION

As delegate pursuant to section 377 of the Local Government Act 1993 and I certify that I have no notice of revocation of such delegation

Signed in the presence of:



.....  
Signature of Witness

HARLEIGH HAINES

.....  
Name of Witness

C1 - THE HILLS SHIRE COUNCIL  
3 COLUMBIA COURT  
NORWEST NSW 2153


.....  
Address



.....  
ARDEN CH (NSW) PTY LTD

ANNEXURE 'A'  
RESTRICTION ON THE USE OF LAND AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

EXECUTED by )  
Arden CH (NSW) Pty Limited )  
ACN 155 939 423 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
**Derek William McCartney**  
Sole Director/Secretary

**CONSENT OF MORTGAGEE – AM509059 – BECL STRATEGY HOLDING LTD**

EXECUTED by  
BECL Strategy Holding Ltd  
by authority of its directors:



.....  
Signature of Witness



.....  
Signature of Director

WAI MING LAM

.....  
Name of Witness

TIMOTHY IP

.....  
Name of Director

Suite 5 Level 61, MLC Centre  
19 Martin Place, Sydney 2000  
.....  
Address of Witness



ANNEXURE 'A'  
RESTRICTION ON THE USE OF LAND AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

**CONSENT OF MORTGAGEE - AM559177 - PA GRAND OPPORTUNITY VIII LTD**

Executed for and on behalf of  
PA Grand Opportunity VIII Ltd  
ABN 616 859 691  
by its attorney Patrick O'Grady  
under power of attorney dated 6/2/2020  
Bk 4771 No. 491..., in the presence of:

[Signature]  
.....  
Signature of Witness

Gabriella O'Grady  
.....  
Name of Witness

26 Kallaroo Road  
.....  
Address of Witness  
River view

[Signature]  
.....  
Signature of Attorney

Patrick O'Grady  
.....  
Name of Attorney

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

[Signature]



ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

**Terms of Positive Covenant**

1. In this covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:

Prescribed Authority means The Hills Shire Council and any local government Council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 NSW which may be responsible for the removal of Waste from the land burdened.

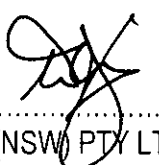
Contractor means any entity engaged by the Prescribed Authority to remove waste from the land burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority.

Owners Corporation means an owners corporation as defined in the Strata Schemes Management Act 1996 NSW or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 NSW, as the case may be.

Waste includes any garbage, recyclables, vegetable or other materials which the registered proprietor or any user or occupier of the land burdened (or where such proprietor is an Owners Corporation, the registered proprietor of any lot in that scheme) leaves out for collection (whether in bins or otherwise) by the Prescribed Authority or the Contractor.

2. The registered proprietor of the land burdened must permit the Prescribed Authority and the Contractor to enter upon the land burdened with or without vehicles for the purpose of the removal of Waste and to remain upon such land for a reasonable time for the purpose of such removal.
3. The registered proprietor of the land burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the land burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 2.
4. The registered proprietor of the land burdened indemnifies the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be.

Name of Authority having the power to release, vary or modify the positive covenant is **The Hills Shire Council**.

  
.....  
ARDEN CH (NSW) PTY LTD

  
.....  
THE HILLS SHIRE COUNCIL

ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

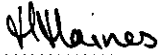
SIGNED BY THE HILLS SHIRE COUNCIL

  
.....  
Authorised Officer

Name: BEN HAWKINS ..... Position: MANAGER SUBDIVISION + DEVELOPMENT  
CERTIFICATION

As delegate pursuant to section 377 of the Local Government Act 1993 and I certify that I have no notice of revocation of such delegation

Signed in the presence of:

  
.....  
Signature of Witness

HARLEIGH HAINES .....  
Name of Witness  
CI - THE HILLS SHIRE COUNCIL  
3 COLUMBIA COURT  
NORWEST NSW 2153 .....  
Address

ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

EXECUTED by )  
Arden CH (NSW) Pty Limited )  
ACN 155 939 423 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
**Derek William McCartney**  
Sole Director/Secretary

**CONSENT OF MORTGAGEE – AM509059 – BECL STRATEGY HOLDING LTD**

EXECUTED by  
BECL Strategy Holding Ltd  
by authority of its directors:



.....  
Signature of Witness

WAI MING LAM

.....  
Name of Witness



.....  
Signature of Director

TIMOTHY IP

.....  
Name of Director

Suite 5 Level 61 MLC Centre

.....  
Address of Witness

19 Martin Place  
Sydney 2000

ANNEXURE 'A'  
POSITIVE COVENANT AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

**CONSENT OF MORTGAGEE – AM559177 - PA GRAND OPPORTUNITY VIII LTD**

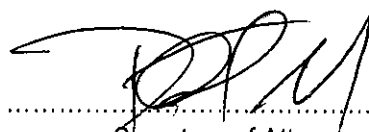
Executed for and on behalf of  
PA Grand Opportunity VIII Ltd  
ABN 616 859 691  
by its attorney Patricie O'Grady  
under power of attorney dated 6/2/2020  
Bk 4771 No. 491, in the presence of:

gareddy  
Signature of Witness

Gabriella O'Grady  
Name of Witness

26 Kangaroo Road  
Address of Witness

Riverview

  
Signature of Attorney

Patricie O'Grady  
Name of Attorney

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



Form: 13RPA  
Release: 3-1

# RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY



## AQ156717C

New South Wales

Section 88E(3) Conveyancing Act 1919

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

(A) TORRENS TITLE

2/1210647

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any SDG LAND DEVELOPMENT SOLUTIONS PTY LTD PO BOX 2572 NORTH PARRAMATTA NSW 1750 PH: 96307955 E: SR@SDG.NET.AU = LRS ACCOUNT NO. 131581	CODE  <b>RV</b>
Reference:	7825	

(C) REGISTERED PROPRIETOR

Of the above land  
ARDEN CH (NSW) PTY LTD (ACN 155 939 423)

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AM509059 AM559177	BECL STRATEGY HOLDING LTD PA GRAND OPPORTUNITY VIII LTD

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88H(1) of the Conveyancing Act 1919  
THE HILLS SHIRE COUNCIL

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 21 FEBRUARY 2020

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *[Signature]*

Signature of authorised officer: *[Signature]*

Name of witness: HARLEIGH HAINES

Name of authorised officer: BEN HAWKINS

Address of witness: 61-THE HILLS SHIRE COUNCIL  
3 COLUMBIA COURT  
NORWEST NSW 2153

Position of authorised officer: MANAGER SUBDIVISION +  
DEVELOPMENT CERTIFICATION

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

Company: ARDEN CH (NSW) PTY LTD (ACN 155 939 423)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

*[Signature]*

Signature of authorised person:

Name of authorised person: Derek William McCartney  
Office held: Sole Director/Secretary

Name of authorised person:  
Office held:

(H) The mortgagee under mortgage No. AM509059 & AM559177 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: (For Execution by Mortgagees) Signature of mortgagee:

Name of witness: (See Sheets 3 & 4)

Address of witness:

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

ANNEXURE 'A'  
RESTRICTION ON THE USE OF LAND AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153


**Terms of Restriction on the Use of Land**

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

The number of bedrooms within each dwelling/unit is shown on the plans/details approved by Council as Development Consent DA 282/2018/JP, a copy of which is held at Council.

Name of Authority having the power to release, vary or modify the restriction is **The Hills Shire Council**.

SIGNED BY THE HILLS SHIRE COUNCIL

  
.....  
Authorised Officer

Name: BEN HAWKINS Position: MANAGER SUBDIVISION + DEVELOPMENT CERTIFICATION

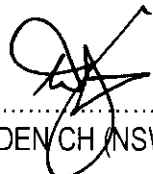
As delegate pursuant to section 377 of the Local Government Act 1993 and I certify that I have no notice of revocation of such delegation

Signed in the presence of:

  
.....  
Signature of Witness

HARLEIGH HAINES  
.....  
Name of Witness

C/- THE HILLS SHIRE COUNCIL  
3 COLUMBIA COURT  
NORWEST NSW 2153  
.....  
Address

  
.....  
ARDEN CH (NSW) PTY LTD

ANNEXURE 'A'  
RESTRICTION ON THE USE OF LAND AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

EXECUTED by )  
Arden CH (NSW) Pty Limited )  
ACN 155 939 423 )  
in accordance with s127 of )  
the Corporations Act 2001 )

.....  
**Derek William McCartney**  
Sole Director/Secretary

**CONSENT OF MORTGAGEE – AM509059 – BECL STRATEGY HOLDING LTD**

EXECUTED by  
BECL Strategy Holding Ltd  
by authority of its directors:

.....  
Signature of Witness

WAI MING LAM

.....  
Name of Witness

.....  
Signature of Director

TIMANY IP

.....  
Name of Director

Suite 5 Level 61 MLC Centre  
19 Martin Place, Sydney 2000

.....  
Address of Witness

ANNEXURE 'A'  
RESTRICTION ON THE USE OF LAND AFFECTING LOT 2 DP 1210647  
100 FAIRWAY DRIVE, NORWEST NSW 2153

**CONSENT OF MORTGAGEE – AM559177 - PA GRAND OPPORTUNITY VIII LTD**

Executed for and on behalf of  
PA Grand Opportunity VIII Ltd  
ABN 616 859 691  
by its attorney Patrick O'Grady  
under power of attorney dated 6/2/2020  
Bk ~~4771~~ No. 491, in the presence of:

Gay O'Grady  
Signature of Witness

[Signature]  
Signature of Attorney

Gabriella O'Grady  
Name of Witness

Patrick O'Grady  
Name of Attorney

26 KALLAROO ROAD  
Address of Witness

Riverside

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

FOR MARKETING PURPOSES ONLY

[Signature]

(1)

REGISTERED NO. 211 BOOK 2587 GRANT OF RIGHT OF WAY

Ad Valorem Duty  
Paid 12/6  
N.S.W.  
Stamp Duties Office

New South Wales Stamp Duty  
Seven shillings Six pence  
Duly stamped  
M 13 10 61.

£2  
20 OCT 1961

THIS DEED made the Twenty ninth day of September One thousand nine hundred and sixty one B E T W E E N FRANK GRANGER SPURWAY of Sydney in the State of New South Wales Manufacturer (hereinafter called the First Grantor) of the first part ARTHUR WILLIAM BUCKLEY of Arncliffe in the said State Freeholder (hereinafter called the Second Grantor) of the second part and CASTLE HILL INVESTMENTS PTY. LIMITED a Company duly incorporated under the Companies Act 1936 and having its registered Office at 40 Miller Street North Sydney (hereinafter called the Grantee) of the third part WHEREAS the First Grantor is seised for an estate in fee simple in that part of the land described in the First Schedule hereto as lies within Portion 55 of the Parish of Castle Hill AND WHEREAS the Second Grantor is seised for an estate in fee simple in that part of the land described in the First Schedule hereto as lies within Portion 56 of the said Parish AND WHEREAS the Grantee is seised for an estate in fee simple in the land described in the Second Schedule hereto AND WHEREAS the First and Second Grantors have agreed to grant to the Grantee a right-of-carriageway over the land described in the First Schedule hereto NOW THIS DEED WITNESSETH that in consideration of the sum of TEN SHILLINGS (10/-) paid by the Grantee to the First Grantor (the receipt whereof is hereby acknowledged) the First Grantor as beneficial owner of that part of the land described in the First Schedule hereto as lies within Portion 55 of the said Parish DOTH HEREEY grant unto the Grantee its successors or assigns a right-of-carriageway over that part of the land described in the First Schedule hereto as lies within Portion 55 of the said Parish the same to be appurtenant to the land described in the Second Schedule hereto AND THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten shillings paid by the Grantee to the Second Grantor (the receipt whereof is hereby acknowledged) the Second Grantor as beneficial owner of that part of the land described in the First Schedule hereto as lies within Portion 56 of the said Parish DOTH HEREEY grant unto the Grantee its successors and assigns a right-of-carriageway over that part of the land described in the First Schedule hereto as lies within Portion 56 of the said Parish the same to be appurtenant to the land described in the Second Schedule hereto PROVIDED NEVERTHELESS that if the whole or any part of the land described in the First Schedule hereto shall become vested in the Council of the Shire of Baulkham Hills or other appropriate authority as a public road and such road shall extend along the land described in the First Schedule hereto throughout its entire length and shall be of not less than 50 ft. in width and shall adjoin the land described in the Second Schedule hereto then the right-of carriageway granted hereunder shall thereafter be and become extinguished AND IT IS HEREEY AGREED AND DECLARED that this easement may be released varied or modified by the owner or owners for the time being of the land described in the Second Schedule hereto .

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C

IN WITNESS whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first hereinbefore written.

The First Schedule

ALL THAT piece or parcel of land being part of Portions 55 and 56 situate in the Shire of Baulkham Hills Parish of Castle Hill and County of Cumberland COMMENCING at a point being the intersection of the Southern boundary of the land in Conveyance Registered No. 21 Book 2126 with the Western side of Windsor Road bounded thence on the South by the Southern boundary of the land in the said Conveyance bearing 278 degrees 49 minutes 10 seconds 2338 ft. 5½ ins. on the South West by a line bearing 297 degrees 29 minutes 30 seconds 353 ft. 0¾ ins. on the North West by a line bearing 68 degrees 29 minutes 30 seconds 87 ft. 5½ ins. on the North East by a line bearing 117 degrees 29 minutes 30 seconds 284 ft. 10 ins. again on the North by a line bearing 98 degrees 49 minutes 10 seconds 2319 ft. 11 ins. to the said Western side of Windsor Road thence on the East by part of the said Western side of Windsor Road by a line bearing 182 degrees 10 minutes 30 seconds 66 ft. 5¾ ins. to the point of commencement .

The Second Schedule

ALL THAT piece or parcel of land situate in Windsor Road Kellyville in the Shire of Baulkham Hills Parish of Castle Hill and County of

*Arthur Buckley*

(2)

Cumberland containing by admeasurement 175 acres 3 roods 16½ perches  
COMMENCING at a point being the intersection of the North Western boundary  
of Portion 55 with the South Western boundary of Windsor Road as widened  
bounded thence on the North East by part of the South Western side of  
Windsor Road bearing 147 degrees 5 minutes 5 seconds 79 ft. 10¾ ins. and  
143 degrees 8 minutes 10 seconds 81 ft. 11½ 81-ft.-11½-ins ins. on part of  
the South East by a line bearing 220 degrees 58 minutes 35 seconds 591 ft.  
7¼ ins. again on the North East by a line bearing 130 degrees 58 minutes  
30 seconds 399 ft. 1½ ins. again on the South East by a line bearing 236  
degrees 55 minutes 50 seconds 1096 ft. 1¼ ins. on part of the South West  
by a line bearing 308 degrees 34 minutes 0 seconds 639 ft. 2 ins. again  
on the South East by lines bearing 224 degrees 56 minutes 30 seconds 213  
ft. 4¾ ins. 221 degrees 6 minutes 10 seconds 684 ft. 10½ ins. 205 degrees  
9 minutes 50 seconds 245 ft. 7¾ ins. again on the North East by lines  
bearing 120 degrees 3 minutes 10 seconds 288 ft. 2¾ ins. 129 degrees 27  
minutes 30 seconds 993 ft. 4¾ ins. and 127 degrees 53 minutes 20 seconds  
1133 ft. 1½ ins. on part of the North West by a line bearing 68 degrees 29  
minutes 30 seconds 349 ft. 7¾ ins. again on the North East by a line  
bearing 117 degrees 29 minutes 30 seconds 87 ft. 5½ ins. again on the  
South East by a line bearing 248 degrees 29 minutes 30 seconds 1249 ft.  
11¾ ins. again on the North East by a line bearing 158 degrees 25 minutes  
55 seconds 201 ft. 11 ins. again on the South East by a fenced line being  
part of the South Eastern boundary of Portion 55 bearing 248 degrees 25  
minutes 55 seconds 1640 ft. 1¾ ins. again on the South West by fenced  
lines being the South Western boundary of Portion 55 bearing 341 degrees  
6 minutes 15 seconds 569 ft. 6 ins. 339 degrees 18 minutes 40 seconds  
1245 ft. 3 ins. 339 degrees 41 minutes 30 seconds 331 ft. 6 ins. 340  
degrees 15 minutes 0 seconds 665 ft. 4¾ ins. 339 degrees 35 minutes 0  
seconds 191 feet 4¾ ins. 340 degrees 2 minutes 0 seconds 156 ft. 5½ ins. and  
339 degrees 26 minutes 0 seconds 304 ft. 6½ ins. on the North West by a  
fenced line being the North Western boundary of Portion 55 bearing 69  
degrees 48 minutes 0 seconds 527 ft. 5 ins. 70 degrees 3 minutes 0 seconds  
461 ft. 3¾ ins. 70 degrees 35 minutes 0 seconds 368 ft. 8½ ins. 69 degrees  
50 minutes 40 seconds 1083 ft. 3 ins. 70 degrees 9 minutes 40 seconds  
752 ft. 2 ins. 70 degrees 3 minutes 10 seconds 552 ft. 10¾ ins. and 70  
degrees 26 minutes 0 seconds 95 ft. 5¾ ins. to the point of commencement.

SIGNED SEALED AND DELIVERED by the said ) FRANK G. SPURWAY.  
FRANK GRANGER SPURWAY in the presence ) By his Attorney  
K. M. Holman

of :-  
William T. Gilder,  
Solicitor,  
Sydney.

SIGNED SEALED AND DELIVERED by the )  
said ARTHUR WILLIAM BUCKLEY in ) A. W. Buckley  
the presence of :- )  
William T. Gilder,  
Solicitor,  
Sydney.

DECLARATION OF NON-REVOCATION OF POWER OF ATTORNEY

I, KENNETH MARSTON HOLMAN of 40 Miller Street North Sydney in the State of  
New South Wales Public Accountant do hereby solemnly and sincerely declare  
as follows :-

1. I am one of the Attorneys named in Power of Attorney dated 10th March  
1950 No. 39139 Miscellaneous Register given by Frank Granger Spurway to  
Robert Mitchell and myself this declarant jointly and severally by virtue  
whereof I have executed the within Grant of Right of Way .
2. I have not received any notice or information of the revocation of  
the said Power of Attorney by death lunacy unsoundness of mind bankruptcy  
act of the donor or otherwise.

AND I MAKE this solemn declaration conscientiously believing the same  
to be true and by virtue of the provisions of the Oaths Act 1900 .  
DECLARED at North Sydney this Twenty ninth day )  
of September 1961, Before me :- ) K. M. Holman

T. Graham Gilder,  
Notary Public  
27 Hunter St., Sydney.

3

REGISTERED NO. 211

BOOK 2587

GRANT OF RIGHT OF WAY

I, DOREEN HAZEL RUSSELL JONES Clerk to Messrs. W. A. Gilder, Son & Co. of 27 Hunter Street, Sydney, Solicitors being duly sworn maketh oath and saith:

The writing contained on the two preceding pages have been compared by me with the original Grant of Right of Way and is a true copy thereof.

SWORN at Sydney this Twentieth day of October One thousand nine hundred and sixty one, Before me:

} *Dones.*

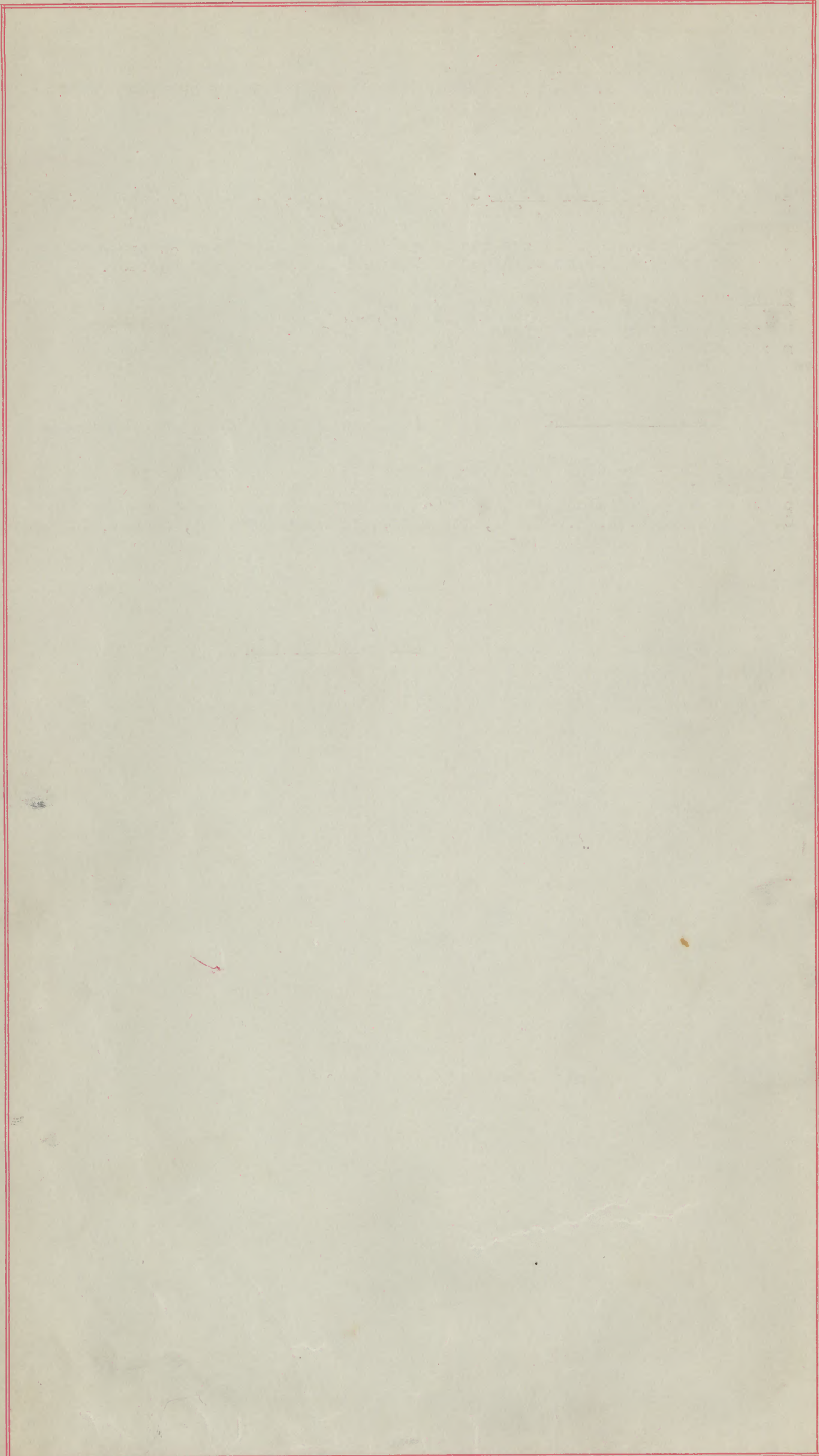
DEPUTY REGISTRAR.

*Dwigley*

RECEIVED into the Registration of Deeds Office at Sydney this Twentieth day of October One thousand nine hundred and sixty one at *fifty two* minutes past *eleven* o'clock in the *fore* noon from Doreen Hazel Russell Jones Clerk to Messrs. W. A. Gilder, Son & Co., 27 Hunter Street, Sydney, Solicitors.

DEPUTY REGISTRAR.

*Dwigley*



NO. 212 BOOK 2589 CONVEYANCE

Ad Valorem Duty Paid £375/-/- N.S.W. Stamp Duties Office  
New South Wales Stamp Duty Seven shillings six pence Duly Stamped M 1 11 61

32  
27 NOV 1961

THIS DEED made the eleventh day of October one thousand nine hundred and sixty one BETWEEN CASTLE HILL INVESTMENTS PTY. LIMITED a Company duly incorporated under the Companies Act 1936 and having its registered office at 40 Miller Street North Sydney in the State of New South Wales (hereinafter called the Vendor) of the one part and NORTHLAND DEVELOPMENTS PTY. LIMITED a Company duly incorporated under the Companies Act 1936 and having its registered office at 167 Kent Street Sydney in the said State (hereinafter called the Purchaser) of the other part WHEREAS the Vendor is seised for an estate in fee simple in the land hereinafter described in the First Schedule hereto AND WHEREAS the Vendor has agreed to sell the said land to the purchaser for the price of Thirty thousand pounds (£30,000) NOW THIS DEED WITNESSETH that in consideration of the sum of Thirty thousand pounds (£30,000) paid by the Purchaser to the Vendor (the receipt whereof is hereby acknowledged) the Vendor as beneficial owner DOTH HEREBY CONVEY unto the Purchaser in fee simple the land hereinafter described in the first schedule hereto together with a right-of-carriageway as set out in the Deed made the twenty ninth day of September One thousand nine hundred and sixty-one Between Frank Granger Spurway of the first part Arthur William Buckley of the second part and Castle Hill Investments Pty. Limited of the third part registered number 211 Book 2587 AND the Purchaser HEREBY COVENANTS with the Vendor for the benefit of the land comprised in Conveyance Registered No. 32 Book 2146 other than the land hereby conveyed that (any main residential building to be erected on the land hereby conveyed shall be of cost of not less than Two thousand pounds and this covenant may be released varied or modified by the Vendor or its Successors AND The Purchaser FURTHER COVENANTS with Frank Granger Spurway of Sydney in the State of New South Wales Manufacturer his executors administrators and assigns other than Purchasers on sale that he or they shall not be liable to contribute to the cost of any fencing to be erected by the Purchaser its successors or assigns between the land hereby conveyed and the land adjoining that part of the boundary of the land hereby conveyed as is described in the second schedule hereto AND IT IS HEREBY DECLARED that the land subject to the burden of this covenant is the land hereby conveyed that the land to which the benefit of this covenant is appurtenant is the land adjoining that part of the boundary of the land hereby conveyed as is described in the second schedule hereto but only during the ownership thereof by the said Frank Granger Spurway his executors administrators and assigns other than Purchasers on sale and that this Covenant may be released varied or modified by the owner or owners for the time being of such adjoining land AND the Purchaser FURTHER COVENANTS with the said Frank Granger Spurway his executors administrators and assigns that he or they shall not be liable to contribute to the cost of any fencing to be erected by the Purchaser its successors or assigns between the land hereby conveyed and the land adjoining that part of the boundary of the land hereby conveyed as is described in the third schedule hereto AND IT IS HEREBY DECLARED that the land subject to the burden of this covenant is the land hereby conveyed the land to which the benefit of this covenant is appurtenant is the land adjoining that part of the boundary of the land hereby conveyed as is described in the third schedule hereto and that this covenant may be released varied or modified by the owner or owners for the time being of such adjoining land

I RS2.  
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THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT piece or parcel of land situate in Windsor Road, Kellyville in the Shire of Baulkham Hills, Parish of Castle Hill and County of Cumberland containing by admeasurement 175 acres 3 roods 16 1/2 perches COMMENCING at a point being the intersection of the north western boundary of Portion 55 with the south western boundary of Windsor Road as widened, bounded thence on the north east by part of the south western side of Windsor Road, bearing 147 degrees 5 minutes 5 seconds - 79 feet 10 1/2 inches and 143 degrees 8 minutes 10 seconds - 81 feet 11 1/2 inches on part of the south east by a line bearing 220 degrees 58 minutes 35 seconds - 591 feet 7 1/4 inches again on the north east by a line bearing 130 degrees 58 minutes 30 seconds - 399 feet 1 1/2 inches again on the south east by a line bearing 236 degrees 55 minutes 50 seconds - 1,096 feet 1 1/2 inches on part of the south west by a line bearing 308 degrees 34 minutes 0 seconds - 639 feet 2 inches again on the south east by lines bearing 224 degrees 56 minutes 30 seconds - 213 feet 4 7/8 inches, 221 degrees 6 minutes 10 seconds - 684 feet 10 1/2 inches, 205 degrees 9 minutes 50 seconds - 245 feet 7 7/8 inches again on the north east by lines bearing 120 degrees 3 minutes 10 seconds - 288 feet 2 7/8 inches, 129 degrees 27 minutes 30 seconds 993 feet 4 1/2 inches and 127 degrees 53 minutes 20 seconds - 1,133 feet 1 1/2 inches on part of the north west by a line bearing 68 degrees 29 minutes 30 seconds - 349 feet 7 3/8 inches again on the north east by a line bearing 117 degrees 29 minutes 30 seconds - 299 feet 5 1/2 inches again on the south east by a line bearing 248 degrees 29 minutes 30 seconds - 1,249 feet 11 1/2 inches again on the north east by a line bearing 158 feet 25 minutes 55 seconds - 201 feet 11 inches again on

THE COMMON SEAL of NORTHLAND DEVELOPMENTS PTY. LIMITED was hereunto affixed in the presence of:

Handwritten signature and official stamp of Northland Developments Pty. Limited, including the name 'DIRECTOR' and 'Common Seal'.

(2)

the south east by a fenced line being part of the south eastern boundary of Portion 55 bearing 248 degrees 25 minutes 55 seconds - 1,610 feet  $1\frac{3}{8}$  inches again on the south west by fenced lines being the south western boundary of Portion 55 bearing 341 degrees 6 minutes 15 seconds - 569 feet 6 inches, 339 degrees 18 minutes 40 seconds 1245 feet 3 inches 339 degrees 41 minutes 30 seconds - 331 feet 6 inches, 340 degrees 15 minutes 0 seconds - 665 feet  $4\frac{3}{8}$  inches, 339 degrees 35 minutes 0 seconds - 191 feet  $4\frac{1}{4}$  inches, 340 degrees 2 minutes 0 seconds - 156 feet  $5\frac{5}{8}$  inches and 339 degrees 26 minutes 0 seconds - 304 feet  $6\frac{1}{2}$  inches on the north west by a fenced line being the north western boundary of Portion 55 bearing 69 degrees 48 minutes 0 seconds - 527 feet 5 inches, 70 degrees 3 minutes 0 seconds - 461 feet  $3\frac{7}{8}$  inches, 70 degrees 35 minutes 0 seconds - 368 feet  $8\frac{1}{2}$  inches, 69 degrees 50 minutes 40 seconds 1083 feet 3 inches, 70 degrees 9 minutes 40 seconds - 752 feet 2 inches, 70 degrees 3 minutes 10 seconds - 552 feet  $10\frac{7}{8}$  inches and 70 degrees 26 minutes 0 seconds - 95 feet  $5\frac{7}{8}$  inches to the point of commencement.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

The boundary described in this Schedule is the part of the boundary described in the First Schedule set out hereunder "On part of the south east by a line bearing 220 degrees 58 minutes 35 seconds - 591 feet  $7\frac{1}{4}$  inches again on the north east by a line bearing 130 degrees 58 minutes 30 seconds - 399 feet  $1\frac{3}{8}$  inches again on the south east by a line bearing 236 degrees 55 minutes 50 seconds - 1,096 feet  $1\frac{3}{4}$  inches on part of the south west by a line bearing 308 degrees 34 minutes 0 seconds - 639 feet 2 inches again on the south east by lines bearing 224 degrees 56 minutes 30 seconds - 213 feet  $4\frac{7}{8}$  inches, 221 degrees 6 minutes 10 seconds - 684 feet  $10\frac{1}{2}$  inches, 205 degrees 9 minutes 50 seconds - 245 feet  $7\frac{7}{8}$  inches again on the north east by lines bearing 120 degrees 3 minutes 10 seconds - 288 feet  $2\frac{7}{8}$  inches, 129 degrees 27 minutes 30 seconds - 993 feet  $4\frac{3}{8}$  inches and 127 degrees 53 minutes 20 seconds - 1,133 feet  $1\frac{1}{2}$  inches on part of the north west by a line bearing 68 degrees 29 minutes 30 seconds - 349 feet  $7\frac{3}{8}$  inches again on the north east by a line bearing 117 degrees 29 minutes 30 seconds - 87 feet  $5\frac{1}{2}$  inches."

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO

The boundary described in this Schedule is the part of the boundary described in the First Schedule set out hereunder:  
"Again on the south east by a line bearing 248 degrees 29 minutes 30 seconds - 1,249 feet  $11\frac{3}{8}$  inches again on the north east by a line bearing 158 degrees 25 minutes 55 seconds - 201 feet 11 inches"

IN WITNESS whereof the parties hereto have hereunto set their hands and seals to this and the two preceding pages the day and year first hereinbefore written

THE COMMON SEAL of CASTLE HILL INVESTMENTS PTY. LIMITED was hereto affixed by Order of the Board in the presence of:-

Common Seal of  
Castle Hill Investments  
Pty. Limited. K. M. Holman  
Director

C. Amaral  
Secretary

THE COMMON SEAL of NORTHLAND DEVELOPMENTS PTY. LIMITED was hereunto affixed in the presence of:-



*Acting Secretary - Auctioneer Office*

I, DOREEN HAZEL RUSSELL JONES Clerk to Messrs. W. A. Gilder, Son & Co. of 27 Hunter Street, Sydney, Solicitors being duly sworn maketh oath and saith: The writing contained above and on the preceding page has been compared by me with the original Conveyance and is a true copy thereof.

SWORN at Sydney this *seventeenth* day of November One thousand nine hundred and sixty one, Before me: *Jones*

DEPUTY REGISTRAR.

RECEIVED into the Registration of Deeds Office at Sydney this *seventeenth* day of November One thousand nine hundred and sixty one at *thirty one* minutes past *eleven* o'clock in the *fore*noon from Doreen Hazel Russell Jones Clerk to Messrs. W. A. Gilder, Son & Co. 27 Hunter Street, Sydney, Solicitors.

*Dingley*  
DEPUTY REGISTRAR.

**Lodger Details**

Lodger Code 504085  
Name J S MUELLER & CO  
Address 240 PRINCES HWY  
ARNCLIFFE 2205  
Lodger Box 1W  
Email ADRIANMUELLER@MUELLERS.COM.AU  
Reference JSM:37925

Land Registry Document Identification

AR74954

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/SP101404	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP101404  
Other legal entity

**Meeting Date**

21/04/2021

**Amended by-law No.**

**Details** By-Law 1 and By-Law 18

**Repealed by-law No.**

**Details** Not applicable

**Added by-law No.**

**Details** By-Law 25

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**

**SIGNING FOR APPLICANT PARTY**

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. SP101404  
**Signer Name** ADRIAN SIMON MUELLER  
**Signer Organisation** PARTNERS OF J S MUELLER & CO  
**Signer Role** PRACTITIONER CERTIFIER  
**Execution Date** 24/05/2021

Form: 15CH  
Release: 2.3

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

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

Strata Schemes Management Act 2015  
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property SP101404	
(B) LODGED BY	Document Collection Box	CODE <b>CH</b>
	Name SP101404	
	Company C/- Strata Sense	
	Address PO BOX 115 SURRY HILLS 2010	
	E-mail info@stratasense.com.au Contact Number 1300 859 044	
	Customer Account Number (IF APPLICABLE) Reference SP101404	

- (C) The Owner-Strata Plan No. 101404 certify that a special resolution was passed on 21/4/2021
- (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. NOT APPLICABLE  
Added by-law No. By-Law 25  
Amended by-law No. By-Law 1 and By-Law 18  
as fully set out below :
- Please see attached "Annexure A" to Form 15CH, the consolidated by-laws for Strata Plan Number 101404 which sets out the additional By-Law 25 and the amended By-Law 1 and By-Law 18.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 101404 was affixed on 13/5/2021 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: Alexandra Weynton

Authority: Strata Manager

Signature:

Name:

Authority:



## Annexure A

### Consolidated By-Laws

**SP 101404**

Moda

100 FAIRWAY DRIVE  
NORTHWEST NSW 2153

The Common Seal of the Owners – Strata Plan No. 101404 was affixed on 13 May 2021 in the presence of

Signature:



Name: Alexandra Weynton

Being the person authorised by Section 273 of the Strata Schemes Management Act 2015 to attest the fixing of the seal.



## Residential By-laws

### **Moda**

## Table of contents

<b>1.</b>	<b>Definitions and interpretation clauses</b>	<b>7</b>
1.1	Definitions	7
1.2	Interpretation	12
<b>2.</b>	<b>Noise</b>	<b>13</b>
<b>3.</b>	<b>Vehicles</b>	<b>13</b>
<b>4.</b>	<b>Obstruction of Common Property</b>	<b>13</b>
<b>5.</b>	<b>Damage to lawns and plants on Common Property</b>	<b>13</b>
<b>6.</b>	<b>Damage to Common Property</b>	<b>13</b>
<b>7.</b>	<b>Behaviour of Owners and Occupiers</b>	<b>14</b>
<b>8.</b>	<b>Children playing on Common Property</b>	<b>14</b>
<b>9.</b>	<b>Behaviour of invitees</b>	<b>15</b>
<b>10.</b>	<b>Depositing rubbish and other material on Common Property</b>	<b>15</b>
<b>11.</b>	<b>Smoke penetration</b>	<b>15</b>
<b>12.</b>	<b>Cleaning windows and doors</b>	<b>15</b>
<b>13.</b>	<b>Storage of inflammable liquids and other substances and materials</b>	<b>15</b>
<b>14.</b>	<b>Moving and delivering</b>	<b>16</b>
14.1	Moving and delivering of Goods	16
14.2	Conditions	16
14.3	Move In Security Deposit	17
14.4	An Owner or Occupier must make arrangements with the Owners Corporation at least 24 hours before receipt of a delivery of goods through the Common Property.	17
14.5	The Owners Corporation has the right to impose a Move In Security Deposit in accordance with By-law 14.3 for the purpose of By-law 14.4.	17
<b>15.</b>	<b>Floor coverings</b>	<b>18</b>
<b>16.</b>	<b>Owner or Occupier Garbage disposal</b>	<b>18</b>

---

<b>17.</b>	<b>Keeping of animals</b>	<b>20</b>
17.1	What animals may an Owner or Occupier of a Lot keep?	20
17.2	Consent?	21
<b>18.</b>	<b>Appearance of Lot</b>	<b>21</b>
18.4	Sun shades	22
18.5	Security devices, screens and doors	22
18.6	Planters	22
18.7	Hanging of washing and other items	22
18.8	Advertising, selling and leasing activities	22
<b>19.</b>	<b>Notice-board</b>	<b>23</b>
<b>20.</b>	<b>Change in use of Lot to be notified</b>	<b>23</b>
<b>21.</b>	<b>Rights to enter the Lot</b>	<b>23</b>
21.1	Rights of the Owners Corporation to enter the Lot	23
<b>22.</b>	<b>Carrying out Building Works</b>	<b>23</b>
22.1	When do you need consent?	23
22.2	Procedures before you carry out Building Works	23
22.3	Procedures when you carry out Building Works	24
22.4	Making arrangements with the Owners Corporation	24
22.5	Security deposit	24
<b>23.</b>	<b>Common Property</b>	<b>25</b>
23.1	Easements	25
23.2	What are your obligations?	25
23.3	When will you need consent from the Owners Corporation?	25
<b>24.</b>	<b>Security at the Strata Scheme</b>	<b>26</b>
24.1	Obligations of the Owners Corporation	26
24.2	Installation of security equipment	26
24.3	Restricting access to common property	26
24.4	Providing owners and occupiers with Security Keys	26
24.5	Managing the Security Key system for common property	26
24.6	What are your obligations?	27
24.7	Closing doors	27

24.8	Procedures if you lease your Lot	27
24.9	Some prohibitions	27
<b>25.</b>	<b>Electronic Lock and Deadlock</b>	<b>27</b>
<hr/>		
25.1	Introduction	27
25.2	Definitions & Interpretation	28
25.3	Grant of special privilege	29
25.4	Conditions	29
25.5	After completion of Works	30
<b>26.</b>	<b>Occupancy limits</b>	<b>33</b>
<hr/>		
<b>27.</b>	<b>Visitor Car Parking</b>	<b>33</b>
<hr/>		
27.1	Visitor Car Parking	33
<b>28.</b>	<b>Air Conditioning Units</b>	<b>34</b>
<hr/>		
28.1	Installation of Air Conditioning Units	34
28.2	Exclusive use rights	34
28.3	Owner's obligations	34
28.4	Paying for air conditioning services	34
<b>29.</b>	<b>Loading Dock</b>	<b>35</b>
<hr/>		
29.1	Use of Loading Dock	35
29.2	Appointments	35
29.3	Rules	35
<b>30.</b>	<b>Car Wash Bay</b>	<b>36</b>
<hr/>		
30.1	Use of the Car Wash Bay	36
30.2	Electrical charge points	36
30.3	Rules	36
<b>31.</b>	<b>Communal Composting Area</b>	<b>37</b>
<hr/>		
<b>32.</b>	<b>Short term leasing</b>	<b>37</b>
<hr/>		
<b>33.</b>	<b>Agreement for supply of Embedded Network Services</b>	<b>37</b>
<hr/>		
<b>34.</b>	<b>Insurance</b>	<b>39</b>
<hr/>		
<b>35.</b>	<b>Remote Controlled Parking Barriers</b>	<b>39</b>

---

<b>36.</b>	<b>Use of Facilities</b>	<b>40</b>
36.1	Use of Swimming Pool	40
36.2	Gymnasium Facilities	40
36.3	Community Room	41
<b>37.</b>	<b>Waste and Recycling Management</b>	<b>41</b>
37.1	Use of Bulky Waste Storage Room	41
37.2	Rules	41
<b>38.</b>	<b>Access for rectification of defects</b>	<b>42</b>
<b>39.</b>	<b>Building Manager</b>	<b>43</b>
<b>40.</b>	<b>Total Maintenance Plan</b>	<b>43</b>
<b>41.</b>	<b>Rules</b>	<b>44</b>
41.1	Powers of the Owners Corporation	44
41.2	Changing rules	44
41.3	What are your obligations?	44
41.4	What if a rule is inconsistent with the By-laws?	44
<b>42.</b>	<b>Failure to comply with By-laws</b>	<b>44</b>
42.1	What can the Owners Corporation do?	44
42.2	Procedures	45
42.3	Recovering money	45
<b>43.</b>	<b>Notices by email</b>	<b>45</b>
	<b>Signing page</b>	<b>46</b>

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## Moda - By-laws

### 1. Definitions and interpretation clauses

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#### 1.1 Definitions

<b>Act</b>	means the <i>Strata Schemes Management Act 2015</i> .
<b>Air Conditioning Unit</b>	means the air conditioning unit located in Common Property that exclusively services a Lot and includes cables, conduits, pipes, wires, ducts and any other services that connect the Air Conditioning Unit to a Lot or which are otherwise for the exclusive uses of a Lot.
<b>Authority</b>	means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.
<b>Build Cost</b>	means the cost to undertake and complete the Building Works.
<b>Building</b>	means the building and the Land which is the subject of the Strata Plan.
<b>Building Works</b>	means works, alterations, additions, damage, removal, repairs or replacement of: <ul style="list-style-type: none"><li>(a) Common Property structures, including the Common Property walls, floor and ceilings enclosing the Lot. Common Property walls include windows and doors in those walls;</li><li>(b) installation, use, repair, maintenance and replacement of remote controlled parking barriers in the car spaces forming part of an Owner's and Occupier's Lot;</li><li>(c) the internal walls inside the Lot (eg. a wall dividing two rooms in the Lot);</li><li>(d) Common Property services;</li><li>(e) services in the Strata Scheme whether or not they are for the exclusive use of the Lot; or</li></ul>

(f) Minor Building Works.

<b>Bulky Waste Storage Room</b>	means the room on ground floor of the Building for the storage of bulky goods for garbage collection.
<b>Business Days</b>	means a day being Monday to Friday not being a public holiday or bank holiday in New South Wales.
<b>By-laws</b>	means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time.
<b>Claims</b>	means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
<b>Car Wash Bay</b>	means the car wash bay.
<b>Common Property</b>	means the common property comprised in the Strata Plan.
<b>Common Property Rights By-law</b>	means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time in relation to common property rights.
<b>Cost</b>	means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
<b>Council</b>	means The Hills Shire Council.
<b>Developer</b>	means Arden CH (NSW) Pty Ltd ACN 155 939 423 and includes its nominee.
<b>Development Act</b>	means the <i>Strata Schemes Development Act 2015</i> .
<b>Deadlock</b>	means Lockwood 011 Double Cylinder Deadlatch (knob), permitted to be installed internally to front unit doors in the Building in compliance with these by-laws or as per the strata committee's discretion from time to time.

<b>Electronic Lock</b>	means Samsung SHP-DS705MK/EN Rim Lock, Lockwood 001 Touch and Schlage Omina Smart Lock brand, permitted to be installed to front unit doors in the Building in compliance with these by-laws or as per the strata committee's discretion from time to time.
<b>Embedded Network</b>	means a network and system in the Building for the supply of Embedded Network Services to the Building and Apartments in the Building, and includes Embedded Network Equipment.
<b>Embedded Network Equipment</b>	means meters, equipment and fittings located within the Common Property associated with or ancillary to the Embedded Network.
<b>Embedded Network Services</b>	means the supply of any of the following: <ul style="list-style-type: none"><li>(a) electricity;</li><li>(b) gas;</li><li>(c) hot water;</li><li>(d) internet services;</li><li>(e) mobile telephone signal distribution services; or</li></ul> fibre communications.
<b>Embedded Network Supplier</b>	means an entity that supplies Embedded Network Services.
<b>Facilities Manager</b>	means the facilities manager appointed by the Owners Corporation to assist the Owners Corporation perform its functions in relation to the Common Property.
<b>Goods</b>	includes items requiring transport in the nature of plant, machinery, equipment, furniture, appliances, boxes, merchandise, materials, domestic and commercial waste, refuse and garbage (including associated receptacles) but excludes baby strollers, shopping bags on wheels, prams, luggage, wheelchairs and items of a personal nature.

<b>Government Authority</b>	means any government, semi-government, local government, administrative, fiscal or judicial department, commission, authority tribunal, agency or other entity.
<b>Initial Period</b>	means Initial Period defined in Section 4 of the <i>Strata Schemes Management Act 2015</i> (NSW).
<b>Insurances</b>	means: <ul style="list-style-type: none"><li>(i) Contractors' All Risks insurance cover taken out with a reputable insurer on terms approved by the Owners Corporation incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;</li><li>(ii) Workers' compensation insurance; and</li><li>(iii) Public liability insurance for the amount of \$20,000,000.00.</li></ul>
<b>Land</b>	means 100 Fairway Drive, Norwest NSW 2155 contained in certificate of title folio identifier 2/1210647 (as subdivided).
<b>Loading Dock</b>	means the areas identified as the loading dock on the Strata Plan.
<b>Lot</b>	means a Lot in the Strata Plan.
<b>Management Act</b>	means the <i>Strata Schemes Management Act 2015</i> (NSW).
<b>Minor Building Work</b>	means: <ul style="list-style-type: none"><li>(a) renovating a kitchen;</li><li>(b) changing recessed light fittings;</li><li>(c) installing or replacing wood or other hard floors;</li><li>(d) installing or replacing wiring or cabling or power or access points;</li><li>(e) work involving reconfiguring walls (including balcony doors and glass panels adjacent to balcony doors);</li><li>(f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;</li><li>(g) installing a <i>reverse cycle</i> split system air conditioner;</li></ul>

- (h) installing double or triple glazed windows;
- (i) installing a heat pump;
- (j) installing fixtures to the external surfaces of a Lot or the Building (such as sun blinds, security bars (or other security devices) and flyscreens) in accordance with this By-Law Instrument;

provided that such work does not involve structural changes, changes to the external appearance of a Lot or the Common Property.

**Move In Fee** means a fee determined by the Owners Corporation to permit the Owners Corporation to engage the Facilities Manager to supervise the Owner or Occupier carrying out its obligations under by-law 14.

**Move In Security Deposit** means a deposit of \$500 or another amount determined by the Owners Corporation from time to time to secure the Owner or Occupier's obligations under by-law 14.

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

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

**Owners Corporation** means the owners corporation constituted upon registration of the Strata Plan.

**Removalists** means a party engaged by an Owner or Occupier to assist in transporting Goods on Common Property. The expression includes the Owner and Occupier if they transport the Goods themselves.

**Residential Visitors Car Parking Spaces** means the car parking spaces designated for use by Visitors.

**Security Deposit** means an amount equivalent to 20% of the Build Cost.

**Security Keys** means the keys, magnetic card or other device or information used in the Strata Scheme to open and close Common Property

doors, gates or locks or to operate alarms, security systems or communication systems.

<b>Strata Committee</b>	means the strata committee appointed by the Owners Corporation in accordance with the Management Act.
<b>Strata Manager</b>	means the manager of the Strata Scheme appointed by the Owners Corporation from time to time.
<b>Strata Plan</b>	means strata plan
<b>Strata Scheme</b>	means the strata scheme established on registration of the Strata Plan.
<b>Visitor</b>	means guests and invitees of an Owner or Occupier.
<b>WH&amp;S Law</b>	means any occupational health and safety law including the <i>Work Health and Safety Act, 2011</i> (NSW) and the <i>Work Health and Safety Regulation, 2017</i> (NSW).

## 1.2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of the By-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Authority;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

## 2. Noise

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

## 3. Vehicles

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

## 4. Obstruction of Common Property

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

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

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An Owner or Occupier of a Lot must not:

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

## 6. Damage to Common Property

---

- 6.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.
- 6.2 An approval given by the Owners Corporation under By-law 6.1 cannot authorise any additions to the Common Property.
- 6.3 This By-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's Lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the Lot, or
  - (c) any structure or device to prevent harm to children.
- 6.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 6.5 Despite s106 of the Act, the owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 6.3 that forms part of the Common Property and that services the Lot.

## 7. Behaviour of Owners and Occupiers

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

## 8. Children playing on Common Property

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

## 9. Behaviour of invitees

---

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

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

---

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

## 11. Smoke penetration

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

## 12. Cleaning windows and doors

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

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

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

## 14. Moving and delivering

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### 14.1 Moving and delivering of Goods

Owners and Occupiers must not transport or permit or cause Goods to be transported Goods on Common Property except in compliance with this by-law.

### 14.2 Conditions

- (a) Prior to transporting Goods on Common Property, Owners and Occupiers:
- must give the Owners Corporation not less than 48 hours' notice of the date and time the Goods will be transported; and
  - must give the Owners Corporation if the Owner or Occupier has engaged a Removalist;
  - must give the Owners Corporation evidence of suitable public liability or contractors all risk insurance held by the Removalist for the benefit and protection of the Owners Corporation.
- (b) Notices to the Owners Corporation:
- must be given not less than 48 hours before the day of transportation;
  - if the day of transportation is a Saturday or Sunday, must be given no later than 12 noon on the immediately preceding Friday;
  - must identify the approximate quantity of the Goods; and
  - must include details of the Removalist (name, telephone number, mobile number, address, email address and contact name).
- (c) Owners and Occupiers may only transport Goods on Common Property at the times and in accordance with the directions of the Owners Corporation.
- (d) Owners and Occupiers may only transport Goods in a lift if the lift has a lift protector or blanket.
- (e) Owners and Occupiers must ensure they and their Removalist comply with all rules of the Owners Corporation in connection with transporting Goods on Common Property.
- (f) Owners and Occupiers are permitted to transport goods on Common Property only between the hours of 7.00am to 10.00pm and subject to the terms of this By-law.
- (g) Owners and Occupiers must ensure neither they nor their Removalists:
- obstructs Common Property when transporting Goods; or
  - interferes with the peaceful enjoyment of Common Property by another Owner or Occupier .

- (h) Owners and Occupiers must supervise their Removalist in order to ensure no damage is done to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods.
- (i) Owners and Occupiers must at their own expense:
  - immediately rectify any damage caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods;
  - must remove debris or other materials left on Common Property as a result of transporting Goods; and
  - must clean any part of Common Property which requires cleaning as a consequence of transporting Goods.

### 14.3 Move In Security Deposit

- (a) Prior to transporting Goods on Common Property, if requested by the Owners Corporation, Owners and Occupiers:
  - must give a Move In Security Deposit to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this by-law; and
  - if the Owners Corporation reasonably determines, a non refundable Move In Fee for the supervision of the transport of the Goods.
- (b) The Owners Corporation may apply all or part of a Move In Security Deposit to remedy a breach of this by-law.
- (c) Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- (d) If Goods are being transported by an Owner or Occupier who is already in occupation of a Lot, then only one Move In Security Deposit must be paid by that Owner or Occupier before transporting the Goods.
- (e) Provided the Owners Corporation is satisfied there has not been a breach of this by-law or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Move In Security Deposit paid under the by-law (or so much of it that remains unrefunded) to the party who provided it within 7 days of the Owner completing transporting the Goods.
- (f) The Move In Security Deposit must be paid by that Owner or Occupier before transporting the Goods.

14.4 An Owner or Occupier must make arrangements with the Owners Corporation at least 24 hours before receipt of an delivery of goods through the Common Property.

14.5 The Owners Corporation has the right to impose a Move In Security Deposit in accordance with By-law 14.3 for the purpose of By-law 14.4.

## 15. Floor coverings

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- 15.1 An Owner or Occupier must ensure that all floor space within that Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.
- 15.2 Without limiting the requirements of this by-law, if an Owner or Occupier wishes to use a floor finish within that Owner's or Occupier's Lot other than carpet, the minimum acoustic performance standard to be achieved for any such floor finish must be equal to that of the flooring system which it proposes to replace or the minimum standard prescribed by the Law (including the Building Code of Australia) from time to time (whichever is the higher standard).
- 15.3 Except where an Owner or Occupier is replacing a floor finish with carpet, an Owner or Occupier must obtain consent of the Owners Corporation before changing or altering the floor finish within a Lot.
- 15.4 The Owners Corporation must deal promptly with a request for consent under by-laws 15.2 to 15.3 (inclusive) and must not unreasonably refuse such request providing a report satisfying the requirements set out in by-law 15.5 has been provided.
- 15.5 An application for consent by an Owner or Occupier under by-law 15.3 must include:
- (a) a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission including impact noise following installation. The report must state that the proposed floor finish will not breach by-law 15.1 and will comply with by-law 15.2; and
  - (b) the name, address, telephone number and email address of the contractor that an Owner or Occupier proposes to use to complete the installation of the floor finish; and
  - (c) a current copy of the public liability insurance certificate and workers' compensation insurance of the contractor.
- 15.6 Following the installation of a floor finish other than carpet to demonstrate compliance with this by-law, an Owner or Occupier must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under by-law 15.5.
- 15.7 If such certificate is not provided to the Owners Corporation within 6 months of installation of the new floor finish, the Owners Corporation has the right to require the new floor finish to be replaced with carpet at the Cost of the Owner.

## 16. Owner or Occupier Garbage disposal

---

- 16.1 An Owner or Occupier of a Lot that does not have shared receptacles for garbage and recyclable materials or waste:

- (a) must maintain within the Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
  - (d) when the garbage has been collected, must promptly return the receptacle to the Lot or other area referred to in by-law 16.1(a),
  - (e) must not place any thing in the receptacle of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.
- 16.2 An Owner or Occupier of a Lot that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that the full refuse, recyclable material or waste are placed in the receptacles and in the case of refuse (securely wrapped, or in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
  - (b) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 16.3 The Owners Corporation may provide shared receptacles for refuse, waste, garbage and/or recyclable material (**Waste**) which will be located on the Common Property. The Owners Corporation may enter into service contracts with commercial garbage collectors for the removal of Waste.
- 16.4 Subject to By-law 16.5, an Owner or Occupier of a Lot:
- (a) is responsible for transporting Waste from their Lot to the shared waste receptacles situated on the Common Property;
  - (b) must ensure that Waste is not placed in the receptacles so as to cause any damage or mess or be a hazard, danger or obstruction to any person;

- (c) must ensure that any recycling is separated and prepared in accordance with the applicable recycling guidelines; and
- (d) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which the thing was spilled.

16.5 An Owner or Occupier of a Lot must:

- (a) comply with Council's requirements for the storage, handling and collection of garbage, waste and recyclable material;
- (b) ensure all garbage and recyclable materials emanating from the premises must be stored in the approved waste storage areas, which must include provision for the storage of all waste generated on the premises between collections;
- (c) ensure that arrangements must be in place in all areas of the development for the separation of recyclable materials from garbage; and
- (d) notify the Council of any loss of, or damage to, receptacles provided by the Council for garbage, recyclable material or waste.

16.6 The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16.7 The Owners Corporation must appoint a caretaker to undertake all instructions issued by Council to enable domestic waste collection and the caretaker must be responsible for appropriately managing the waste chute system and cleaning the bins following servicing.

16.8 Nothing in this By-law 16 will operate to require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

## 17. Keeping of animals

---

### 17.1 What animals may an Owner or Occupier of a Lot keep?

Subject to this by-law, an Owner or Occupier may keep:

- (a) a goldfish or other similar fish in an indoor aquarium;
- (b) a cat;
- (c) a small bird;
- (d) a small or medium-sized dog; or

- (e) a guide dog if you need the dog because you are visually or hearing impaired.

## 17.2 Consent?

An Owner or Occupier of a Lot must have consent from the Owners Corporation to keep types or numbers of animals not approved under by-law 17.1.

17.3 If an Owner or Occupier of a Lot keeps animals on the Lot, the Owner or Occupier must:

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

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

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

## 18. Appearance of Lot

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18.1 The Owner or Occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

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

18.3 The Owner or Occupier of the Lot must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvers, shutters and window and door treatments other than those specified in By-law 18.4.

#### 18.4 Sun shades

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

#### 18.5 Security devices, screens and doors

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

#### 18.6 Planters

- (a) If planters have been constructed on your Lot on registration of the Strata Plan, then this clause 18.6 applies.
- (b) The planters may have an underground irrigation system. If applicable, an Owner and Occupier is not permitted to remove the planters or any part of the irrigation system without the consent of the Owners Corporation. An Owner and Occupier is not permitted to alter, modify, remove or add any plants in the planters.
- (c) The Owners Corporation is responsible for the repair and maintenance of the underground irrigation system. An Owner and Occupier must grant to the Owners Corporation a right to access the Lot to repair and maintenance the underground irrigation system.
- (d) The Owners Corporation is responsible to maintain any planters located on the Common Property.
- (e) An Owner and Occupier must permit the Owners Corporation access through a Lot to the Common Property so that the Owners Corporation may comply with by-law 18.6(d).

#### 18.7 Hanging of washing and other items

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

#### 18.8 Advertising, selling and leasing activities

An Owner and Occupier must not erect or display any advertising signs, materials or other items which are visible from the Lot or the Common Property unless other Owner and Occupier has the prior written consent of the Owners Corporation (such consent may be withheld at the Owner's Corporation sole discretion).

## 19. Notice-board

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

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

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- 20.1 An occupier or owner of a Lot may only change the existing use of the Lot if permitted by the relevant Authority.
- 20.2 An occupier or owner of a Lot must notify the Owners Corporation if the occupier or owner changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme or Building (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

## 21. Rights to enter the Lot

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

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

## 22. Carrying out Building Works

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### 22.1 When do you need consent?

- (a) Subject to this by-law 22.1(b), the Owner or Occupier of the Lot must have consent from the Owners Corporation to carry out Building Works.
- (b) The approval of Minor Building Work is delegated to the Strata Committee.

### 22.2 Procedures before you carry out Building Works

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

- (a) obtain necessary consents from the Owners Corporation and any relevant Government Authority; and
- (b) find out where service lines and pipes are located; and

- (c) obtain consent from the Owners Corporation if the Owner or Occupier of a Lot proposes to interfere with or interrupt services;
- (d) comply with bylaw 22.5(a); and
- (e) if the Owner or Occupier of a Lot does not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what the Owner or Occupier of a Lot proposes to do. The Owner or Occupier of the Lot must give the notice at least 14 days before the Building Works are started.

### 22.3 Procedures when you carry out Building Works

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

- (a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage the Owner or Occupier of the Lot (or persons carrying out the Building Works on their behalf) caused to Common Property or the property of another Owner or Occupier.

### 22.4 Making arrangements with the Owners Corporation

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

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Strata Scheme for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner or Occupier of a Lot must access the Strata Scheme; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Strata Scheme.

### 22.5 Security deposit

- (a) The owner must give to the Owners Corporation the Security Deposit before the owner commences the Building Works.
- (b) The Owners Corporation may, without notice to the owner, recover from the Security Deposit any Cost incurred or loss suffered by the Owners Corporation if the owner breaches this bylaw.

- (c) The owner may either replace the Security Deposit or the proportion of the Security Deposit recovered by the Owners Corporation in accordance with by-law 22.5(b) within 5 Business Days of receiving notice from the Owners Corporation to do so.
- (d) The owner acknowledges that the Owners Corporation is not required to invest the Security Deposit and no interest will be earned on the Security Deposit.
- (e) Subject to there being no breach of the bylaw by the owner, the Owners Corporation must release the Security Deposit within fifteen (15) Business Days from the date the Owners Corporation inspects the Building Works and the Owners Corporation determines (acting reasonably) that the owner has satisfied these bylaws.

## 23. Common Property

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### 23.1 Easements

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

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

### 23.2 What are your obligations?

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

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

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

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

- (a) interfere with or damage Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or

- (c) interfere with the operation and Common Property equipment.

## 24. Security at the Strata Scheme

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### 24.1 Obligations of the Owners Corporation

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

### 24.2 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Strata Scheme. These security devices are the property of the Owners Corporation.

### 24.3 Restricting access to common property

Subject to this By-law 24, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in the Strata Scheme where an Owner or Occupier of a Lot does not own or occupy a Lot or have access to according to an exclusive use By-law;
- (c) charge you a fee or bond if an Owner or Occupier of a Lot requests additional or replacement Security Keys; and
- (d) allow security personnel employed or contracted by the Owners Corporation to use part of Common Property to operate or monitor security of the Strata Scheme and the Building.

### 24.4 Providing owners and occupiers with Security Keys

If the Owners Corporation exercises its rights under By-law 24.3, it may provide the Owner or Occupier of a Lot with a Security Key for the relevant part of Common Property.

### 24.5 Managing the Security Key system for common property

The Owners Corporation has the power to:

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

#### 24.6 What are your obligations?

- (a) In regard to Security Keys issued by the Owners Corporation according to this By-law 24, the Owner or Occupier of a Lot must:

comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;

take all reasonable steps not to lose Security Keys;

immediately notify the Owners Corporation if you lose a Security Key; and

return Security Keys to the Owners Corporation if the Owner or Occupier of a Lot does not need them or if they are no longer an Owner or Occupier.

#### 24.7 Closing doors

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

#### 24.8 Procedures if you lease your Lot

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

#### 24.9 Some prohibitions

An Owner or Occupier of a Lot must not:

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

## 25. Electronic Lock and Deadlock

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#### 25.1 Introduction

The purpose of this by-law is to:

- (a) GRANT the Owners special privileges in respect of the common property to install and keep their Works;
- (b) CONFER on the Owners, the respective responsibility to repair and maintain the Works and any affected common property;

- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and  
INDEMNIFY the Owners Corporation.

## 25.2 Definitions & Interpretation

### 2.1 In this by-law:

- (a) **“Works”** means the works to be carried out to lot and common property for and in connection with the Owner’s installation, repair, maintenance, replacement and/or removal of Electronic Lock and Deadlock together with the making good of lot and common property (including the Lot) damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

### 2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) if there is any inconsistency between this by-law and the strata management statement, then the provisions of the strata statement will prevail;
- (l) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (m) reference to Works includes, where relevant, any ancillary equipment, fittings, brackets, cassettes and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, brackets, cassettes and componentry.

### 25.3 Grant of special privilege

Despite anything contained in the by-laws applicable to the Strata Scheme, the Owner shall have the special privilege in respect of the common property to install, keep and to repair and maintain the Works and any common property affected thereby. For clarity, the only permissible Electronic Lock and Deadlock at the Strata Scheme, for the time being shall be the Electronic Lock and Deadlock or otherwise authorised by the Strata Committee.

### 25.4 Conditions

#### 4.1 Before commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
  - (i) detailed information providing proposed model number, brand, technical data sheet, specifications, method of installation, colour, type, style and size of the Works;
  - (ii) contractors insurances;
  - (iii) fire rating certificate for Australian Standards
- (b) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works and in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation;
- (c) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (d) **(approvals from Authorities)** obtain all necessary approvals/consents/permits/certificates from any Authority and provide a copy to the Owners Corporation; and
- (e) **(give notice)** give written notice to the Owners Corporation of the dates and times of its intended Works approved under this by-law.

#### 4.2 Installation, repairs & maintenance

The Owner, when installing or effecting maintenance and repair or cleaning of the Works or common property affected by the Works, shall:

- (a) use duly licensed and insured employees, contractors and/or agents;
- (b) ensure compliance with the requirements of any Authority and/or the Owners Corporation;
- (c) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (d) ensure they are conducted expeditiously with a minimum of disruption;

- (e) ensure they are conducted in a proper and workmanlike manner;
- (f) effect and maintain the Insurances;
- (g) preserve the structural, fire and waterproofing integrity of the Building;
- (h) protect all affected areas of the Building from damage;
- (i) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation; and
- (j) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

#### 4.3 Compliant Works

The Works must, and without derogating from the generality of the other provisions of this by-law:

- (a) **(appearance & amenity)** be and remain in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (c) **(not be unsightly)** in case of anything visible from outside the Lot, not be unsightly;
- (d) **(no nuisance)** not cause any nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property;
- (e) **(certification)** have certification(s) if required by the Owners Corporation;
- (f) **(Authority's requirements)** have any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation; and
- (g) **(clean and tidy)** be kept clean and tidy.

#### 25.5 After completion of Works

The Owner shall advise to the Owners Corporation or its nominated representative(s) confirmation of the completed works in order to arrange an inspection to assess compliance with this by-law.

#### 4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Electronic Lock, Deadlock and Works including their use.
- (b) The Electronic Lock, Deadlock and Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

**4.6 Indemnity**

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever (including the increase in any insurance premiums of the Owners Corporation as a result of the passing of this by-law) and whether in respect of property or personal injury or death or otherwise arising out of or in connection with the Electronic Locks and Deadlocks, the Works or their use, maintenance, repair or the requirements of any Authority for or in respect of them.

**5. Breach of this by-law**

If the Owner breaches any term or condition of this by-law or if the Electronic Lock, Deadlock or the Works contravene the requirements of any Authority, the Owners Corporation may, without prejudice to its other rights and remedies:

- (a) demand the removal of any Electronic Lock, Deadlock and/or the Works and require the reinstatement of the common property, at the cost of the relevant Owner;
- (b) enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation); and
- (c) recover as a debt the costs together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

**6. Applicability**

This by-law binds and ensures to the benefit of any and all future Owners.

**Annexure "A"**  
**FORM OF CONSENT**

The Registrar General  
NSW Land Registry Services  
1 Prince Albert Road  
SYDNEY NSW 2000

Dear Registrar

**SPECIAL BY-LAW NO ... | BY-LAW FOR Electronic Locks and Deadlocks – SP101404**  
**100 Fairway Drive NORWEST NSW 2153**  
**CONSENT PURSUANT TO SECTIONS 143(1) & 108(5) of the *Strata Schemes Management Act, 2015 (NSW)***

We, the undersigned Owners, hereby:

1. CONSENT TO THE MAKING of Special By-law No ... proposed to be made at the ..... general meeting on .....or at any adjournment of that meeting authorising the installation and keeping of the Electronic Lock and Deadlock exclusively servicing our lot;
2. CONSENT to the conferring or imposition on us of the ongoing responsibility to repair and maintain (replace and/or remove) the Electronic Lock and Deadlock on the terms and conditions set out in Special By-law No ....

Dated:

.....  
Signature of .....  
The Owner of Lot

.....  
Signature of .....  
The Owner of Lot

Signature of .....  
The Owner of Lot

.....

## 26. Occupancy limits

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- 26.1 Subject to any law to the contrary, an Owner and Occupier of a Lot must not:
- (a) permit the Lot to be occupied by more than two adults per bedroom per Lot;
  - (b) permit any bedroom in the Lot to be occupied by more than two adults;
  - (c) have more than two beds (other than children's beds or bassinets).
- 26.2 If the Owners Corporation receives notice that an Owner or Occupier has breached by-law 25.1, the Owner and Occupier must give to the Owners Corporation or the Strata Manager regular access to the inside of the Lot to ensure compliance with by-law 25.1.

## 27. Visitor Car Parking

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### 27.1 Visitor Car Parking

- (a) The Residential Visitors Car Parking Spaces may be used by Visitors.
- (b) An Owner or Occupier must not:
  - park a vehicle in a Residential Visitors Car Parking Space;
  - enter into a lease or licence, or permit the entry into a lease or licence, for a Residential Visitor Car Parking Space with any person;
  - permit a visitor of the Owner or Occupier to park a vehicle in a Residential Visitors Parking Space for more than twelve (12) hours in any twenty four (24) hour period without the consent of the Strata Committee; and
  - impose timed parking fees, or permit the imposition of timed parking fees on the use of a Residential Visitor Car Parking Space.
- (c) All Owners and Occupiers who are or whose visitors are entitled to use the Residential Visitor Car Parking Spaces must ensure that they and their respective visitors:
  - give the licence plate of every visitor to the Facilities Manager;
  - use the Residential Visitor Car Parking Spaces for car parking in accordance with by-law 26.1(a) only and not for any other purposes, including for the storage of goods or waste products;
  - keep the Residential Visitor Car Parking Spaces free of obstruction; and
  - do not park in the Residential Visitor Car Parking Spaces for a continuous period of time exceeding 6 hours or 12 hours over a week.

- (d) If an Owner or Occupier does not comply with this by-law 26, the Facilities Manager may arrange for any vehicle or other item to be removed from the Residential Visitors Car Parking Spaces and/or the Building at the Owner or Occupier's Cost. The Owner and Occupier may not make a Claim against the Facilities Manager or the Owners Corporation if the Facilities Manager carries out its obligations under this by-law 26.1.

## 28. Air Conditioning Units

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### 28.1 Installation of Air Conditioning Units

Each Owner is entitled to install an Air Conditioning Unit within the Lot.

### 28.2 Exclusive use rights

Each Owner of a Lot has exclusive use of the Air Conditioning Unit that exclusively services their Lot.

### 28.3 Owner's obligations

An Owner must, at their Cost operate, maintain, repair and, where necessary, replace the Air Conditioning Unit which exclusively services its Lot:

- (a) in a proper and safe manner at all times; and
- (b) according to the requirements of any relevant Authority about air conditioning services; and
- (c) using contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning Unit which exclusively services its Lot.

### 28.4 Paying for air conditioning services

An Owner must pay the Costs of the Owners Corporation (if any) incurred in connection with the operation, maintenance, repair or replacement of the Air Conditioning Unit. If the Owners Corporation incurs Costs in connection with the maintenance, repair or replacement of the Air Conditioning Unit, the Owner must pay those Costs. The Owners Corporation may:

- (a) require the Owner to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include the Costs in your administrative fund or capital works fund contributions.

## 29. Loading Dock

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### 29.1 Use of Loading Dock

The Loading Dock is for the use by Owners and Occupiers of the Lots.

### 29.2 Appointments

- (a) The Loading Dock will be available for use by Owners and Occupiers by appointment.
- (b) The Owners Corporation may nominate a person (which may be the Strata Manager or Facilities Manager) to take bookings and make all necessary appointments for the use of the Loading Dock. This nominee of the Owners Corporation must establish and maintain a booking schedule.
- (c) Owners and Occupiers entitled to use the Loading Dock must only use the Loading Dock at those times booked with the nominee of the Owners Corporation.

### 29.3 Rules

- (a) Subject to by-law 28.3(b), the Owners Corporation may, from time to time, make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Loading Dock, including:
  - the hours in which access is permitted;
  - the manner in which large objects or deliveries to and from the Loading Dock and the Lots are to be transported;
  - the use of protective covers for surfaces forming part of the Building during such times as large objects or deliveries are transported to and from the Loading Dock to the Lots; and
  - prohibitions on the use of trolleys or other moving devices; and
  - insurance requirements,provided such rules will not adversely impact on the use and operation of the Lots.
- (b) All Owners and Occupiers entitled to use the Loading Dock:
  - use the Loading Dock only as stated in these By-Laws and in accordance with the rules of the Owners Corporation;
  - not use the Loading Dock in a manner that breaches the conditions of any development consent, permit or authorisation or any Law applicable to the Land;

promptly clean up any spills in the Loading Dock or the Building; and

switch off vehicles during loading/unloading and waiting times whilst in the Loading Dock.

- (c) If any damage to the Building occurs in connection with the exercise of rights granted to an Owner and Occupier under this by-law 28, the Owners Corporation or any person authorised by it, may rectify such damage and the Costs of carrying out such work shall be a debt payable by the Owner or Occupier to the Owners Corporation on demand.
- (d) If an Owner or Occupier does not comply with this by-law 28.3, the Facilities Manager may arrange for any vehicle or other item to be removed from the Loading Dock and/or the Building at the Owner or Occupier's Cost. The Owner and Occupier may not make a Claim against the Facilities Manager or the Owner's Corporation if the Facilities Manager carries out its obligations under this by-law 28.3(d).

## 30. Car Wash Bay

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### 30.1 Use of the Car Wash Bay

The Car Wash Bay is for use of the Owners and Occupiers of Lots.

### 30.2 Electrical charge points

The Car Wash Bay may include charge points which allow for charging of electric vehicles.

### 30.3 Rules

- (a) The Car Wash Bay may only be used:
  - for washing of vehicles between the hours of 8.00am and 8.00pm or other hours as nominated from time to time by the Owners Corporation; and
  - if applicable, for use of electrical charge points between the hours of 8.00pm to 8.00am only.
- (b) All Owners and Occupiers must:
  - comply with all relevant Laws and with any rules made by the Owners Corporation in respect of the Car Wash Bay from time to time; and
  - leave the Car Wash Bay in a clean and tidy condition and remove all rubbish after use.
- (c) No vehicles may be parked in the Car Wash Bays other than for the purpose of car washing or if applicable, the charging of electric vehicles.

- (d) The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Car Wash Bay.
- (e) Owners and Occupiers entitled to use the Car Wash Bays must comply with any rules made by the Owners Corporation.

## 31. Communal Composting Area

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- 31.1 The Owners Corporation must ensure that an area within the Common Property is used for communal composting with clearly labelled bins for the purpose of compost.
- 31.2 An Owner or Occupier must comply with any rules made by the Owners Corporation in relation to the communal composting area.

## 32. Short term leasing

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- 32.1 An Owner and Occupier of a Lot is not permitted to enter into short term leasing (being a lease of less than three months) and no Owner or Occupier of a Lot is permitted to enter into a lease or permit more than the equivalent of two adults persons per bedroom in a Lot.
- 32.2 An Owner and Occupier of a Lot must not engage or permit a building manager or an agent to advertise or organise short term leasing or shared accommodation of their Lot.
- 32.3 Each agreement for occupancy should be a tenancy agreement under the *Residential Tenancies Act 2010* (NSW) for a period of not less than 3 months.

## 33. Agreement for supply of Embedded Network Services

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### 33.1 Power to enter into agreement

The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Lots and Common Property.

### 33.2 Initial Period

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

### 33.3 Delegation of functions

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

### 33.4 Agreement during the Initial Period

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

- (a) the agreement may be ratified by the Owners Corporation at the first annual general meeting;
- (b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots;
- (d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier and make good such damage to all parts of the Building and the Land.

### 33.5 Agreements after the Initial Period

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

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
- (b) the pricing of the Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation; and
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots.

### 33.6 What provisions must be included in an agreement?

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

- (a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network.

## 34. Insurance

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If an Owner or Occupier causes damage to a Lot in the Building, in addition to any other rights of the Owners Corporation, the Owner must pay to the Owners Corporation the cost of any excess insurance as a result of a claim or claims made by the Owners Corporation in relation to the damage to a Lot in the Building.

## 35. Remote Controlled Parking Barriers

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35.1 With the Owners Corporation's prior written approval, an Owner or Occupier may at its cost:

- (a) install remote controlled parking barriers on the car space forming part of their Lot;
- (b) access all relevant parts of the Common Property to carry out the works for installation; and
- (c) make alterations to, and penetrations into, the Common Property necessary to carry out the works.

35.2 An Owner or Occupier must:

- (a) be responsible for the costs associated with the operation, cleaning, maintenance, repair, renewal and replacement of the remote controlled parking barriers; and
- (b) keep the remote controlled parking barriers clean and in good repair and condition.

## 36. Use of Facilities

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### 36.1 Use of Swimming Pool

- (a) An Owner or Occupier must:
- ensure that Visitors do not enter the swimming pool in the Common Property without an Owner or Occupier;
  - keep the pool gate closed at all times;
  - dry themselves, and ensure that Visitors accompanying them are dry, before entering the Building to prevent damage to the carpet and elements of the Common Property;
  - not bring glass objects of any kind into the swimming pool area;
  - not consume any alcoholic beverages in the swimming pool area;
  - not bring any alcoholic beverages in the swimming pool area;
  - use their best endeavours not to cause a nuisance and to cause as little disruption as possible when using the swimming pool or being in the swimming pool area;
  - not impede other Owners or Occupiers access to or use of the swimming pool area;
  - not permit any child of whom they have control to be, play or remain in the swimming pool area unless accompanied by an adult exercising effective control;
  - use the swimming pool and the swimming pool area for the purposes of recreation, health and/or fitness only; and
  - not use the pool and the area for commercial purposes, including but not limited to, swim coaching or fitness coaching.

### 36.2 Gymnasium Facilities

- (a) The Owners Corporation will maintain and repair all of the gymnasium equipment provided by the Owners Corporation;
- (b) An Owner or Occupier must comply and must ensure their Visitors comply with the rules associated with the use of the gymnasium facilities and that may be devised and revised by the Owners Corporation from time to time, including but not limited to access times, dress codes, permitted related activities and behavioural guidelines.
- (c) No weights or any individual equipment which have not been approved by the Owners Corporation previously are allowed inside the gymnasium facilities.

- (d) The gymnasium facilities may only be used between 6.00am to 10.00pm on any day. The Owners Corporation may close the gymnasium facilities area outside of these hours or at any other time when reasonably required and thereby prevent access to the areas.
- (e) No alcohol and smoking is permitted in or near the gymnasium facilities areas.
- (f) No parties or social gatherings may be held in or near the gymnasium facilities areas.
- (g) An Owner or Occupier of a Lot or their Visitors:  
  
must take all reasonable steps to ensure that invitees or Visitors of the Owner or Occupier do not consume alcohol, smoke or attend parties or social gatherings in or near the gymnasium facilities areas;  
  
must not damage or remove any gymnasium equipment out of the designated area.
- (h) An Owner or Occupier of a Lot will indemnify the Owners Corporation against and reimburse the Owners Corporation for any costs which may be incurred by the Owners Corporation when repairing or replacing any gymnasium facilities equipment damaged by the Owner or Occupier of a Lot or their Visitors.

### 36.3 Community Room

- (a) An Owner or Occupier may use the community room but must book via the building manager in advance.
- (b) The Owners Corporation has the power to charge you a fee or bond if an Owner or Occupier of a Lot requests to book for a community room; and
- (c) The bond shall be returned in full to the Owner or Occupier after they have returned the community room to its original state of cleanliness.

## 37. Waste and Recycling Management

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### 37.1 Use of Bulky Waste Storage Room

The Bulky Waste Storage Room may be used by Owners and Occupiers and managed by the Facilities Manager.

### 37.2 Rules

- (a) The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) about the use of the Bulky Waste Storage Room from time to time.

- (b) An Owner and Occupier must not store perishable items or any inflammable, explosive or dangerous substances in the Bulky Waste Storage Room.
- (c) Owners and Occupiers must arrange to place items in the Bulky Waste Storage Room at the times agreed with the Facilities Manager.
- (d) The Facilities Manager must arrange for any items placed in the Bulky Waste Storage Room to be collected by the relevant Government Authorities.
- (e) Owners and Occupiers must make good any damage caused by that Owner or Occupier in using the Bulky Waste Storage Room.
- (f) The Facilities Manager must undertake all instructions issued by council to enable domestic waste collection and comply with the development consent.
- (g) The Facilities Manager must also be responsible for appropriately managing the waste chute system and cleaning the bins following servicing.

### 38. Access for rectification of defects

---

- 38.1 For the purpose of this by-law 37, Developer means the original owner of the Strata Scheme and includes its contractors, consultants and builders.
- 38.2 If the Developer or the Owners Corporation requires access to another Lot (**Subject Lot**) to rectify defects (whether or not contained within the Subject Lot) or to comply with its obligations under these By-laws, the Owners Corporation must (except in the case of an emergency where no notice is required) give to the Owner or Occupier of the Subject Lot a notice requesting access to the Subject Lot within 3 Business Days from the date of the notice, such notice to provide details of the access required (**Request**).
- 38.3 The Owner and/or Occupier of the Subject Lot must grant to the Developer and the Owners Corporation and their authorised persons, access to the Subject Lot in accordance with the Request.
- 38.4 If the Owner and Occupier of the Subject Lot do not grant to the Owners Corporation and their authorised persons access to the Subject Lot in accordance with by-law 38.2, the Owner of the Subject Lot must pay to the Owners Corporation or as it directs the following:
- (a) \$500.00 per day for the first 2 Business Days commencing on the day immediately following the date of expiry of the 3 Business Day period referred to in By-law 38.2; and
  - (b) thereafter \$750.00 per day,
- (Access Debt).**

- 38.5 The Owner and Occupier of the Subject Lot each acknowledge and agree that the amounts specified in By-law 38 comprise a genuine pre-estimate of the damages that the Owners Corporation will suffer or incur for a breach of By-law 38 by the Owner and/or the Occupier of the Subject Lot.
- 38.6 Within 5 Business Days from the date of the request by the Owners Corporation, the Owner of the Subject Lot must pay the Owners Corporation the Access Debt.
- 38.7 The Owners Corporation must or must procure that the Developer rectify any damage to the Owner or Occupier of the Subject Lot to the extent caused by the Owners Corporation or the Developer as a result of the Owner Corporations exercise of its rights under this by-law.

## 39. Building Manager

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- 39.1 The Owners Corporation must promptly after the First Annual General Meeting engage a full time Building Manager.
- 39.2 The Owners Corporation must ensure that the Moda Buildings are under the control of a full time Building Manager.
- 39.3 The Owners Corporation must ensure that the Building Manager complies with the Building Manager's responsibilities under these By-laws and any other responsibilities requested by the Owners Corporation.

## 40. Total Maintenance Plan

---

- 40.1 The Owners Corporation must at the First Annual General Meeting adopt the Total Maintenance Plan.
- 40.2 The Owners Corporation must ensure that the Total Maintenance Plan incorporates the following:
- (a) details of the long term up keep and cleanliness of the Moda Buildings to ensure all Buildings, public areas, landscaping, the Communal Room, the Recreation Facilities and all other Common Property are regularly inspected and maintained at optimum levels at all times;
  - (b) security, cleanliness and general maintenance are managed appropriately and that the Common Property is not left unattended for long periods which may result in an increased opportunity for graffiti or anti-social behaviour; and
  - (c) unwarranted junk mail to be regularly removed and disposed of.
- 40.3 An Owner and Occupier must ensure that they have read and understood the Total Maintenance Plan and must do all that is necessary to give effect to the Total Maintenance Plan.
- 40.4 If these By-laws are inconsistent with the Total Maintenance Plan, then the Total Maintenance Plan will prevail.

- 40.5 The Owners Corporation acknowledges and agrees that the Developer and its nominees may inspect the Common Property and review all maintenance schedules adopted by the Owners Corporation.
- 40.6 The Developer and its nominees may make recommendations for improvements to the maintenance of the Common Property. Such recommendations are to be in accordance with industry standards having regard to the Moda Buildings.
- 40.7 If the Developer or its nominees makes recommendations to improve the maintenance of the Common Property, the Owners Corporation must do all that is necessary to implement the recommendations made by the Developer or its nominees which shall include but not be limited to passing the necessary resolutions to adopt amendments to the Total Maintenance Plan.
- 40.8 The Owners Corporation releases and indemnifies the Developer or its nominees from any Claims as a result of the recommendations made by the Developer in relation to the Total Maintenance Plan and the maintenance of the Common Property.

## 41. Rules

---

### 41.1 Powers of the Owners Corporation

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

### 41.2 Changing rules

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

### 41.3 What are your obligations?

All owners or occupiers of a Lot must comply with the rules.

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

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

## 42. Failure to comply with By-laws

---

### 42.1 What can the Owners Corporation do?

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

## 42.2 Procedures

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

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

## 42.3 Recovering money

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

## 43. Notices by email

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

## Signing page

**Executed by Arden CH (NSW) Pty Ltd**  
**ACN 155 939 423**  
in accordance with section 127 of the  
*Corporations Act 2001* (Cth) by:

---

Signature of sole Director and sole  
Company Secretary

---

Full name (print)

Executed by mortgagee

**Executed by BECL Strategy Holding Ltd**  
**BVI 1549402** in the presence of:

---

Signature of witness

---

Signature of authorised signatory

---

Full name of witness (print)

---

Full name of authorised signatory (print)

---

Address of witness (print)

Executed by mortgagee

**Executed** for and on behalf of **PA Grand Opportunity VIII Ltd ARBN 616 859 691** by its attorney under power of attorney dated 6 February 2020 Bk 4771 No 491, in the presence of:

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

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

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

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

\_\_\_\_\_  
Address of witness (print)

The Common Seal of the Owners – Strata Plan No.101404 was affixed on 13 May 2021 in the presence of

Signature:



Name: Alexandra Weynton

Being the person authorised by Section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.



Form: 15CH  
Release: 2.3

**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 SP101404	
(B) LODGED BY	Document Collection Box	Name SP101404 Company C/- Strata Sense Address PO BOX 115 SURRY HILLS 2010 E-mail info@stratasense.com.au Contact Number 1300 859 044 Customer Account Number (IF APPLICABLE) Reference SP101404
		CODE <b>CH</b>

- (C) The Owner-Strata Plan No. 101404 certify that a special resolution was passed on 21/4/2021
- (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. NOT APPLICABLE  
Added by-law No. By-Law 25  
Amended by-law No. By-Law 1 and By-Law 18  
as fully set out below :

Please see attached "Annexure A" to Form 15CH, the consolidated by-laws for Strata Plan Number 101404 which sets out the additional By-Law 25 and the amended By-Law 1 and By-Law 18.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 101404 was affixed on 13/5/2021 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: Alexandra Weynton

Authority: Strata Manager

Signature :

Name :

Authority :



Approved Form 10

Created 2016

Certificate re Initial Period

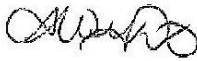


The owners corporation certifies that in respect of the strata scheme:

\*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. 101404 was affixed on 10 June 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: Alexandra Weynton Authority: Strata Manager

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

25 February 2025

**Infotrack Pty Limited**

**Reference number: 8004105136**

**Property address: U 305/100 Fairway Dr Norwest NSW 2153**

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

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

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

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

Sincerely

**The Sydney Water team**



# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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



**PLANNING CERTIFICATE UNDER SECTION 10.7(2)**  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **134205**  
Reference: CL001415:276161  
Issue Date: 25 February 2025  
Receipt No: 7756252  
Fee Paid: \$ 67.00

ADDRESS: Building A 305/100 Fairway Drive, NORWEST NSW 2153  
DESCRIPTION: Lot 20 SP 101404

The land is zoned:

**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.

---

## **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 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**

No Proposed Local Environmental Plans apply to this land.

**Proposed State Environmental Planning Policies**

No Proposed State Environmental Planning Policies apply to the land.

Listing of proposed State Environmental Planning Instruments is dependent on advice being provided to Council of community consultation or public exhibition by the relevant public authorities. Refer [Plans and Policies | Planning Portal - Department of Planning and Environment \(nsw.gov.au\)](http://Plans and Policies | Planning Portal - Department of Planning and Environment (nsw.gov.au))

**Proposed Development Control Plans**

No Proposed Development Control Plans apply to the land.

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

***proposed environmental planning instrument*** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

**2 Zoning and land use under relevant planning instruments**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) the identity of the zone, whether by reference to—

(i) a name, such as "Residential Zone" or "Heritage Area", or

(ii) a number, such as "Zone No 2 (a)",

The Hills Local Environmental Plan 2019 identifies the land to be:

**Zone R4 High Density Residential**

- (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.

#### **THE HILLS SECTION 7.12 12 - BALMORAL RD**

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—

(a) the name of the region, and

**NO**

(b) the name of the Ministerial planning order in which the region is identified.

**NO**

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

**The land is within the Special Infrastructure Contribution – Western Sydney Growth Areas under the Environmental Planning and Assessment Act 1979.**

**Refer to the Department of Planning and Infrastructure for further information [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)**

(4) In this section— **continued 7.23 determination** means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

**Note—** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

### 4 Complying development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code**

Complying Development under the Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code **may be** carried out on the land.

### **Housing Alterations Code and General Development Code**

Complying Development under the Housing Alterations Code and General Development Code **may be** carried out on the land.

### **Industrial and Business Buildings Code**

Complying Development under the Industrial and Business Buildings Code **may be** carried out on the land.

### **Industrial and Business Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes**

Complying Development under the Industrial and Business Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes **may be** carried out on the land.

Note 1: Some specific land exemptions in cl.1.19 of the Codes SEPP may apply only to part of a lot, please refer the [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), for further information.

Note 2: Where reference is made to an applicable map, this information can be sourced from the following websites:

The Hills Local Environmental Plan 2019 - [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au)

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct) or (Appendix 10 The Hills Growth Centre Precincts Plan) – [In force legislation - NSW legislation](#)

## 5 Exempt development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Exempt development may be carried out on the land.** Please refer to [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#) for relevant requirements and development standards for specified development.

## 6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

(a) an affected building notice is in force in relation to the land,

**NO**

(b) a building product rectification order is in force in relation to the land that has not been fully complied with,

**NO**

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

**NO**

(2) In this section—

**affected building notice** has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.

**building product rectification order** has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

## 7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

***The Hills Local Environmental Plan 2019?***

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

***State Environmental Planning Policy?***

**NO**

***Any proposed State Environmental Planning Policy?***

**NO**

**8 Road widening and road realignment**

Whether the land is affected by road widening or road realignment under—

(a) the [Roads Act 1993](#), Part 3, Division 2, or

**NO**

(b) an environmental planning instrument, or

**NO**

(c) a resolution of the council.

**NO**

**9 Flood related development controls**

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

**YES**

(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.

**UNKNOWN**

**Please contact Council's Waterways team on 9843 0555 for information on the flood planning area and probable maximum flood.**

(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.

### **Clause 59(2) Contaminated Land Management Act 1997**

The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

**NO**

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

**NO**

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

**NO**

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,

**NO**

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

**NO**

Note—

Section 53B requires site auditors to furnish local authorities with copies of site audit statements relating to site audits for the purposes of statutory requirements.

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**THE HILLS SHIRE COUNCIL**

**MICHAEL EDGAR**  
**GENERAL MANAGER**

Per: 

**PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE. WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.**

**ATTACHMENT 2(b)**  
**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.



Our Ref: CL001415

25 February 2025

Strata Sense  
Suite 903, 418a Elizabeth Street  
SURRY HILLS NSW 2010

*By email: info@stratasense.com.au*

Dear Sir/Madam

**Maithani Sale**

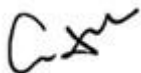
**Property: Building A, Apartment 305, 100 Fairway Drive, Norwest being Lot 20 in SP101404**

We are acting for Kaustubh Maithani in relation to his sale of the above property.

You are hereby authorised to make all relevant books and records of Strata Plan 101404 available for inspection to any prospective purchaser of the above property or to their legal representative and/or strata records inspection agents, particularly any information you may have in relation to Lot 20 in the strata plan.

Yours faithfully

**Sunfield Chambers Solicitors & Associates**



**Amy Zhu**

**Licensed Conveyancer**

amy.zhu@schambers.com.au

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