

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents NorthWest 46 Windsor Road Kellyville NSW 2155	phone: 0415 647 472 email: danielsarzano@mcgrath.com.au ref: Daniel Sarzano
co-agent		
vendor	Phillip Alan Wareham and Joyce Wareham Unit 73, 40 Applegum Crescent, NORTH KELLYVILLE, NSW 2155	
vendor's solicitor	Ishaks Holdings Pty Ltd 3 George Street North Strathfield NSW 2137	phone: 0401 409 909 email: lexus@ishaks.com.au ref: 19729
date for completion	12 weeks after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 73, 40 APPLGUM CRESCENT NORTH KELLYVILLE NSW 2155 LOT 73 STRATA PLAN SP96425 Folio Identifier 73/SP96425	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ 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	☐ air conditioning ☐ clothes line ☒ blinds ☐ curtains ☒ built-in wardrobes ☒ dishwasher ☒ ceiling fans ☐ EV charger ☒ other: Smoke/Heat Detector	☒ fixed floor coverings ☒ range hood ☒ insect screens ☐ solar panels ☒ light fittings ☒ stove ☐ pool equipment ☐ TV antenna
exclusions		
purchaser		
purchaser's solicitor		
price		
deposit		
balance	_____	(10% of the price, unless otherwise stated)
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

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

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

Strata One
Suite 6, 12 Rickard Road Narrabeen NSW
enquiries@strataone.com.au
1300988702

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:

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	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
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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 served 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 – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th 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 – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<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 served 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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

20 Miscellaneous

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

- 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.

**SPECIAL CONDITIONS ATTACHED TO CONTRACT FOR THE SALE AND PURCHASE
OF LAND**

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1. Interpretation

- a) In this special condition, unless the context otherwise requires;
- b) Headings are for convenience only and do not affect the interpretation of this contract;
- c) Words importing the singular include the plural and vice versa;
- d) Words importing a gender include any gender;
- e) A reference to a claim includes an objection, requisition and the exercise of a right to rescind, terminate or delay completion of this contract;

2. Inconsistency

In the event of any inconsistency between these additional clauses and the printed conditions of the contract, these additional clauses shall prevail to the extent of such inconsistency.

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3. Amendments to the Standard Contract

Notwithstanding any other provisions in the contract to the contrary;

- a) Clause 6 is deleted
- b) Clause 7.1.1 is amended by deleting the words “5% the price” and inserting in lieu thereof “0.1% of the price”
- c) Clause 7.1.3 is replaced with:

“the purchaser does not service notice waiving the claim (7) days after that service; and”
- d) In Clause 7.2.1 “10% is deleted and substituted by “1%”;
- e) In Clause 8 the words “on reasonable grounds” of sub-clause 8.1 are deleted and the words and the words “and those grounds” of sub-clause 8.2 are deleted;
- f) Clause 10.1.9 is amended by deleting the words “the substance of which is disclosed in this contract” and replacing with “the existence of which is noted on any document attached of this contract”;
- g) In Clause 10, the following additional sub-clause is inserted:

“10.1.10 For the purpose of this Clause 10 the vendor discloses all of the material appearing in the copy documents attached to this contract whether specified on page 2 of this contract or not and all material so appearing is deemed to have been disclosed in substance in this contract;
- h) Clause 11.2 is amended by adding the words “with the consent and authority of the vendor”

after the words “work order” and adding the words “by reason of a default by the vendor” after the word “terminated”;

- i) Clause 14.4.2 is amended by deleting it entirely and replace with: “by adjusting the actual land tax assessed for the subject property for the year in which this contract is completed, or, if no separate assessment is available, by calculating its separate taxable value on a proportional area basis.” For the avoidance of doubt, Land Tax is payable and is to be adjusted on the actual amount assessed against the property irrespective of any other terms and conditions in this Contract.
- j) Clause 16.4 add at the end of the clause “The purchaser agrees that payment of the amount stated as outstanding pursuant to a Notice of Assessment of Land Tax on settlement in the Pexa workspace as a vendor destination is sufficient evidence of payment of land tax. The vendor undertakes to provide a clear s.47 certificate within 7 days from the date of completion and following clearance of this payment”.
- k) Amend clause 23.6.1 by replacing the word “vendor” with “purchaser”.
- l) Delete clause 23.9
- m) Delete clause 23.17
- n) Delete clause 24.1

4. Notice to complete

- a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- b) If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition of the payment of interest pursuant to special condition 5, the purchaser shall also pay to the vendor the sum of four hundred and forty dollars(\$440.00) inclusive of GST to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion. The payment of the costs of notice upon completion shall be an essential term of this contract.
- c) Irrespective, should the Vendor become entitled to serve a Notice to Complete, but the Vendor elects not to, the Purchaser will pay to the Vendor on settlement the sum of two hundred and seventy five dollars (\$275.00) by way of agreed costs which the parties agree is a reasonable amount to cover the legal fees of the Vendor for the breach of the Purchaser

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5. Late completion

In the event that completion is not effected on the nominated day due to the purchaser’s default, the purchaser shall pay the vendor on completion, in addition to the balance of the purchaser price 10% interest per annum calculated daily on the balance of the purchaser price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

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6. Death or incapacity

- A. Should the Purchaser (or any of them) die or become mentally incapable or being a company be wound up or go into liquidation then the Vendor may at any time thereafter rescind this Contract by notice in writing to the Purchaser or his solicitors whereupon the provisions of Clause 19 shall apply.

- B. Clause 6A will apply for the benefit of the purchaser except in the circumstances where:-
- (a) The vendor is comprised of more than one person being joint tenants of the property and one only of the joint tenants dies prior to completion; and
 - (b) The surviving joint tenant registers a Notice of Death at NSW Land Registry Services to become the proprietor of the interest of the deceased joint tenant allowing completion to proceed within 14 days of the receipt by the vendors of the death certificate for such deceased joint tenant and in which case the completion date herein shall be the later of:-
 - 1. The completion date specified on the front page of the Contract; and
 - 2. The date which is fourteen (14) days following the date the vendors notify the purchasers of registration of the said form of Notice of Death.

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7. Purchaser acknowledges

The purchaser acknowledges that;

- (a) It has not been induced to enter into this contract as a result of any representation, warranty or promise whatsoever made to the purchaser by or on behalf of the vendor except as expressly provided in this contract;
- (b) It has made its own enquiries in relation to the Property;
- (c) It has satisfied itself in relation to the subject matter of this contract;
- (d) The purchaser acknowledges that they are purchasing the property:
 - a. In its present condition and state of repair;
 - b. Subject to all defects latent and patent;
 - c. Subject to any infestations and dilapidation;
 - d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - e. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
 - f. The purchaser must at completion accept the furnishings and chattels in their present condition and state of repair. The vendor is not liable for any loss, mechanical breakdown or fair wear and tear in respect of such items occurring after the date of this contract.
 - g. The vendor shall not repair any holes or marks caused by direct result of the vendor's removal of furniture and fixtures.

The purchaser agrees not to seek, terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

8. Purchaser to be satisfied as to use

The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be put and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. In particular the use of the property by the vendor does not of itself mean that such use is a permitted use. Purchaser cannot raise a requisition, make a claim for damages, delay completion, rescind or terminate the contract in relation to this provision.

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9. No warranty as to use

The purchasers must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

10. Whole agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement.

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11. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchaser breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or by extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

12. Release of deposit

The purchaser agrees to release to the vendor or as they direct the whole or part of the deposit provided that it is used solely for the purpose of payment of a deposit on the purchase of another property or properties by the vendor (solely or with another party) and the payment of stamp duty in respect thereof. No further authority or consent will be required from the purchaser other than as contained in this contract.

13. Where Deposit is less than 10%

Notwithstanding the deposit shown on the front page of the Contract, the Vendor agrees to exchange on a reduced deposit of \$ _____ and/or _____ % and relies on clause 9 of the Contract.

This clause shall not merge on completion. The Vendor shall be entitled to sue the Purchaser for recovery of the 10% deposit that remains outstanding as a debt due by the Purchaser to the Vendor.

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14. Deposit Bond

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- (a) "Bond" means the deposit guarantee bond for \$..... to be given to the vendor by ("the guarantor")
- (b) If agreed by the Vendor, instead of paying the deposit as required pursuant to Clause 2 of this Contract, the Purchaser may deliver to the Vendor (on or before the date of entry into the

contract) the bond.

- (c) On completion of the Contract, the purchaser must pay the amount of the deposit to the Vendor by bank cheque.
- (d) If the Vendor terminate the contract for the default of the purchaser in circumstances where, had the deposit been paid, the Vendor could have forfeited it, then the Vendor may thereupon demand payment from the guarantor of the amount stipulated in the bond without further notice to the Purchaser.
- (e) No later than six (6) weeks prior to the expiration of the Bond (time being of the essence) the Purchaser must provide to the Vendor a replacement bond ("Replacement Bond/s") and until completion of this Contract and continue to provide Replacement Bond/s in accordance with the time provisions stipulated in this Clause in identical terms and conditions to the Bond originally provided under this Contract.
- (f) If the Purchaser fails to comply with the provisions of Special Condition 21. (e), the Vendor will be entitled to and the Purchaser irrevocably authorises the Vendor to call on the then current bond or Replacement Bond/s.

15. Foreign Persons

The purchaser warrants that, where required by any State or Federal law to do so, the purchaser has obtained from all governments and quasi- government authorities, approvals, consent notices, exemptions, guidance and waivers. The purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of any breach of the warranty hereby given. This warranty and indemnity shall not merge on completion.

16. Inclusions

All items included in the sale are sold in their present state of conditions and repair. The purchaser will make no objections, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any condition and sale of the property.

Subject to the warranties set out in Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2000 the Purchaser is purchasing the property and must take title of the property subject to existing or proposed services (if any). The Purchaser must not make any objection or make any requisition, or claim for compensation and agrees that in entering into this contract, the purchaser has satisfied himself:

- a) in respect of the nature, location, availability or non-availability of any service;
- b) as to whether or not the property is subject to any service or mains, pipes or connection for any service;
- c) as to whether or not the property has the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- d) in respect of any defects in any services;
- e) if any or underground or surface stormwater drain passes through or over the property;
- f) should any manhole or vent be on the property; or

- g) if any rainwater downpipe is connected to the sewer.

17. Cancelled settlement

If the purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$150 (inclusive GST) for each instance is payable to the vendor which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expense. The payment of such consideration shall be an essential term of this contract.

18. Section 26 Certificate and Section 184 Certificate

This clause applies only if the land (or part of it) is a Lot in a Strata, Community Scheme or Neighbourhood (or on completion is to be a Lot in a Scheme of that kind).

The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 26 Certificate under the Community Land Management Act 1989 or the Section 184 Certificate under the Strata Schemes Management Act 1996.

The Purchaser shall not be entitled to delay completion or make any requisitions or objection arising from the Purchaser's failure to apply for the said certificate.

19. Requisitions

The requisitions to be made by the purchaser under clause 5.1 shall be in the form of requisitions annexed to this contract. Such requisitions shall be deemed to have been served by the purchaser on the date of the contract.

20. Solicitors Authority CONTRACT ALTERATIONS

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Each party hereto authorises his Solicitor/Licensed Conveyancer or any employee of that Solicitor/Licensed Conveyancer up until the expiration of the cooling off date of this Contract to make alterations to this Contract including the addition of annexures (including copies of prescribed documents required to be attached to the Contract under cl 5(1) of the Conveyancing (Sale of Land) Regulation 2022) after execution up until the expiration of the cooling-off period date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised such alterations and/or additions and any annexures so annexed shall form part of this Contract as if it was annexed prior to the Contract being executed.

21. Drainage diagram

By entering into this contract the purchaser acknowledges the contents of the Sewer Service Diagram and/or Sewer Reference Sheet issued by the relevant authority. The vendor does not warrant that the Sewer Service Diagram and/or Sewer Reference Sheet are up to date. The Purchaser shall not make any objection, requisition or claim for compensation and shall not be entitled to rescind and/or terminate this Contract with respect to any matters disclosed in or arising out of the Sewer Service Diagram or Sewer Reference Sheet.

22. Errors in adjustment

If an adjustment required to be made pursuant to contract at completion has been overlooked or incorrectly calculated, the parties agree to pay any such amount shown to be payable pursuant to contract to the other party upon written request. The provisions of this clause are essential and shall not merge upon completion.

23. Furnishing, Fittings and Condition of Property

The subject matter of this sale is land and fixtures only and does not include any furnishings, fittings, goods or personalty on the property. The purchaser must not require the Vendor to remove any furnishings, fittings, goods, rubbish or personalty at any time. The Purchaser must not make any objection, requisition or claim for compensation nor delay completion because there are any such furnishings, fittings, goods, personalty or rubbish on the property or in or on the improvements at the time of completion or which remain there after completion.

23.1 The purchaser acknowledges that the Vendor will not prior to completion:

- (a) mow any lawns or remove any garden refuse and other rubbish from the property;
- (b) if any services to the property are disconnected, do anything or pay any amounts for the reconnection of those services;
- (c) provide any keys or remote control devices which may be missing for any lock/door/window on the property; and
- (d) clean and chemically balance the pool, if a pool is an improvement erected on the property.

24. Swimming Pools

The Purchaser acknowledges that in the event that a swimming pool is situated on the subject property, the Vendor does not warrant that such swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribes therein. The Purchaser agrees that upon completion, he/she shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of the Warning Notice. It is further agreed that this clause shall not merge on completion.

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25. Building Certificate

The Vendor does not have a building certificate

- (a) The Purchaser is not entitled to require the Vendor to:
 - i. Apply for or do anything to obtain a building certificate; nor
 - ii. Comply with the local council's requirements for the issue of the building certificate.
- (b) Completion of this Contract is not conditional on the Vendor or Purchaser obtaining a building certificate.

26. No Guarantee of Area

- 26.1 The vendor does not have a survey report for the property. The purchaser must make and rely on its own enquiries regarding the position of the improvements on, the area of and the boundaries of the land.
- 26.2 The vendor has taken the area of the Property from the records of Department of Lands and has presumed such areas to be correct and does not guarantee the accuracy of the area of the Land.
- 26.3 The purchaser must not make any requisition or claim, delay completion of or rescind or terminate this Contract in connection any deficiency or excess in the area of the Land which may be disclosed by any survey or in any other manner.

-

27. Fences

The Purchaser acknowledges that they may not make a claim or requisition or delay completion:

- (a) If any of the fences on or surrounding the property are not on the correct boundary.
- (b) As to the nature or state of repair of any fence.
- (c) If there are no fences or if any fence is a 'give and take fence'.
- (d) If a swimming pool, as defined in the Swimming Pools Act 1992 is not fenced as required by law.

28. Solar panels

The purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

29. Electronic Transaction

- ☐ The parties agree that this Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- ☐ Execution by either (or both) parties to this Contract of a email copy of this Contract and transmission by email of a copy of the Contract executed by that party or their conveyancer/solicitor to the other party or the other party's conveyancer/solicitor shall constitute a valid and binding execution of this contract by such parties electronically by both parties using e-signature technology or by exchanging electronic copies of original signatures on this contract.
- ☐ That the Contract may be validly created and exchanged by counterparts with each party's Contract (signed electronic or otherwise), sent electronically to each other party through electronic technology.
- ☐ That an electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- ☐ The parties agree that they are bound by an electronic version of this contract which has been signed and exchanged in accordance with this clause.
- ☐ For the purpose of the Electronic Transactions Act, 1999 (Cth) and Electronic Transactions Act, 2000 (NSW) each of the parties consent to receiving and sending the Contract electronically.

30. Settlement during Christmas period

In the event that the date for Completion falls within the period commencing 17 December 2024 and ending 15 January 2025 ("the holiday period") the date for completion is hereby extended to 17th January 2025 ("the resumption Date"). In the event that a party serves the other party with a notice during the Holiday Period service of the notice is deemed effected on the Resumption Date.

If, prior to the commencement of the Holiday Period, a party serves the other party with a Notice to Complete which appoints a date by which to complete this Contract which falls within the Holiday Period then the date is hereby extended to the Resumption Date.

In the event that damages are payable by either party pursuant to this Contract no damages will be payable by either party for any day that completion does not occur during the Holiday Period.

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31. CONTAMINATION

-
- 31.1 The purchaser accepts the property in its present condition and state of repair including any contamination or hazardous substances.
 - 31.2 The purchaser will make no objection, requisition or claim or seek to rescind this contract because of any contamination or hazardous substances found in or on the property.
 - 31.3 The purchaser waives any existing and future claims or redress of any kind which it may have against the vendor because of contamination or hazardous substances or any other environmental damage to the property.
 - 31.4 The purchaser will at all times indemnify the vendor against all actions, suits, proceedings, losses, damages, charges, claims and demands in any way arising out of or because of any contamination or hazardous substances on the property.

-

32. Guarantee

If the Purchaser is a company then the Vendor has entered into this Contract with the Purchaser at the request of (the "Guarantor") and in consideration thereof. By signing this contract the Guarantor guarantees the performance of each and every condition contained in this Contract to be performed including but without limitation the payment of the purchase price and any other money payable under this Contract. The Guarantor also agrees that in the event that the Purchaser fails to honour any of the Purchaser's obligation contained in this Contract, the Guarantor will in place of the Purchaser honour all such obligations and any failure on the part of the Guarantor to do so will render the Guarantor liable to the Vendor as if the Guarantor was the Purchaser named in this contract. This clause shall not merge on completion.

.....
Guarantor

.....
Guarantor

-

33. TENANCY

In the event that the sale is subject to tenancy and the tenancy referred to herein being terminated prior to completion and the premises becoming vacant as a result of such termination then in that event the Purchaser will make no objection requisition or claim for compensation with regard thereto and on completion will accept the property with vacant possession.

34. Non-Compliance

In the event that there is a pergola, carport, conversion of a room, extension or any other structure/s on the property which do not comply with the requirements of the local Council or any other competent authority, then the purchaser shall not raise any objection, requisition or claim for compensation, nor delay settlement in respect of such non-compliance or because of failure or refusal of the local Council to issue a Building Certificate by reason of such noncompliance.

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35. Land Tax

Notwithstanding any other provisions to the contrary contained herein, for the purpose of adjusting State Land Tax, the Vendor shall be entitled to adjust land tax on the basis of the full amount actually paid (including surcharge, if any) in respect of the subject property not taking into account any concessions, thresholds or other allowances that may be applicable. If completion does not take place by the Completion Date in the land tax year that of the Completion Date, the Vendor shall be entitled to a land tax adjustment for the following land tax year.

Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

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

- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) 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 or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
 - (h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property? If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any rights appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?

- (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
 - (e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (ii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

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

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.

36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
 - (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If any document required for 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.
50. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
 - (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
 - (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



FOLIO: 73/SP96425

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/4/2025	9:30 AM	2	30/1/2018

LAND

LOT 73 IN STRATA PLAN 96425
AT CASTLE HILL
LOCAL GOVERNMENT AREA THE HILLS SHIRE

FIRST SCHEDULE

PHILLIP ALAN WAREHAM
JOYCE WAREHAM
AS JOINT TENANTS (T AN74825)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96425
2 AN74826 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP96425

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/4/2025	9:30 AM	2	17/7/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96425
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CASTLE HILL
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SP96425

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96425

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- SMS STRATA
SUITE 102, FIRST FLOOR
29 GROSE STREET PARRAMTTA 2151

SECOND SCHEDULE (18 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1171548 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 3 DP1171548 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED (K) IN THE TITLE DIAGRAM
- 4 DP1171548 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED (L) IN THE TITLE DIAGRAM
- 5 DP1171548 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 6 DP1171548 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN
THE S.88B INSTRUMENT
- 7 DP1171548 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (12) IN THE S.88B INSTRUMENT
- 8 DP1171548 POSITIVE COVENANT REFERRED TO AND NUMBERED (13) IN
THE S.88B INSTRUMENT
- 9 DP1171548 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (14) IN THE S.88B INSTRUMENT
- 10 DP1171548 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (15) IN THE S.88B INSTRUMENT
- 11 DP1171548 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP96425

PAGE 2

SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)

AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM

12	AM470508	POSITIVE COVENANT
13	AM470509	POSITIVE COVENANT
14	AM470510	POSITIVE COVENANT
15	AM470511	RESTRICTION(S) ON THE USE OF LAND
16	AM470512	RESTRICTION(S) ON THE USE OF LAND
17	AT264544	INITIAL PERIOD EXPIRED
18	AT264544	CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 96425

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 170	2	- 133	3	- 106	4	- 133
5	- 109	6	- 130	7	- 157	8	- 121
9	- 122	10	- 117	11	- 122	12	- 152
13	- 129	14	- 112	15	- 159	16	- 122
17	- 123	18	- 123	19	- 123	20	- 126
21	- 122	22	- 113	23	- 160	24	- 123
25	- 124	26	- 124	27	- 124	28	- 126
29	- 123	30	- 114	31	- 132	32	- 176
33	- 170	34	- 126	35	- 128	36	- 125
37	- 115	38	- 131	39	- 157	40	- 152
41	- 130	42	- 128	43	- 143	44	- 152
45	- 161	46	- 122	47	- 126	48	- 125
49	- 124	50	- 123	51	- 106	52	- 157
53	- 152	54	- 123	55	- 127	56	- 126
57	- 125	58	- 124	59	- 107	60	- 157
61	- 153	62	- 124	63	- 128	64	- 126
65	- 126	66	- 125	67	- 108	68	- 158
69	- 154	70	- 115	71	- 115	72	- 179
73	- 161	74	- 179	75	- 157		

NOTATIONS

DP830417 NOTE: DP830417 ACQUISITION PURPOSES
DP846360 NOTE: PLAN IS FOR ACQUISITION PURPOSES

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

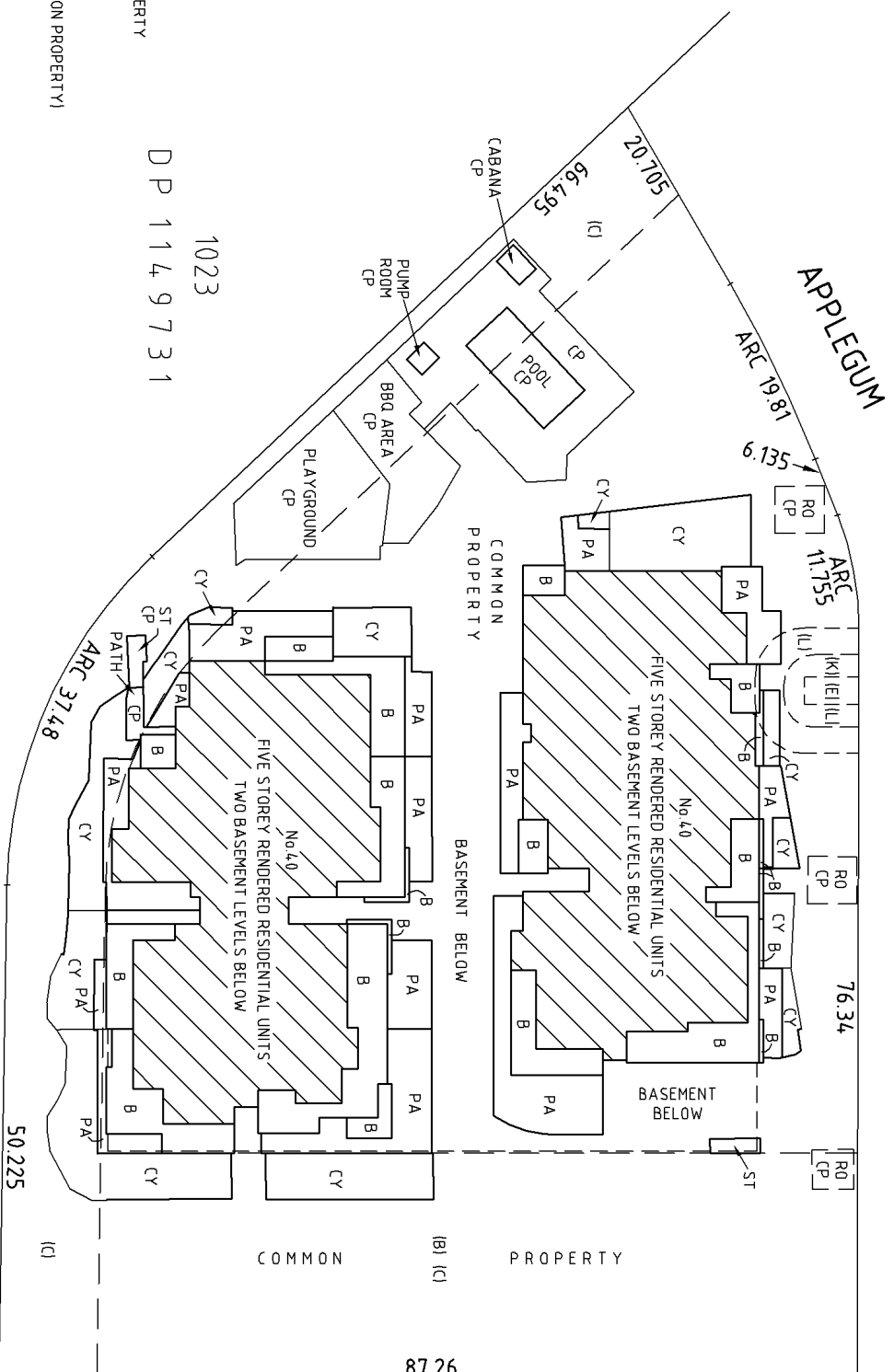
19729...

PRINTED ON 17/4/2025

* 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

CRESCENT



1023
DP 114 9731

1023
DP 114 9731

- (B) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP 1171548)
 (C) - RESTRICTION ON THE USE OF LAND (DP 1171548)
 (E) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP 1171548)
 (K) - RESTRICTION ON THE USE OF LAND (DP 1171548)
 (L) - RESTRICTION ON THE USE OF LAND (DP 1171548)

B - BALCONY
 CP - COMMON PROPERTY
 CY - COURTYARD
 PA - PAVED AREA
 RO - ROOF OVER
 ST - STAIRS (COMMON PROPERTY)

SURVEYOR:

Name: Jeremy MacCue

Date: 30.11.2017

Reference: 15447_SP_1A

PLAN OF SUBDIVISION OF
LOT 46 DP 1171548

LGA: THE HILLS

Locality: KELLYVILLE

Reduction Ratio 1:500

Lengths are in metres.

Registered

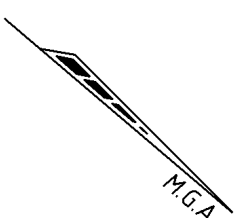
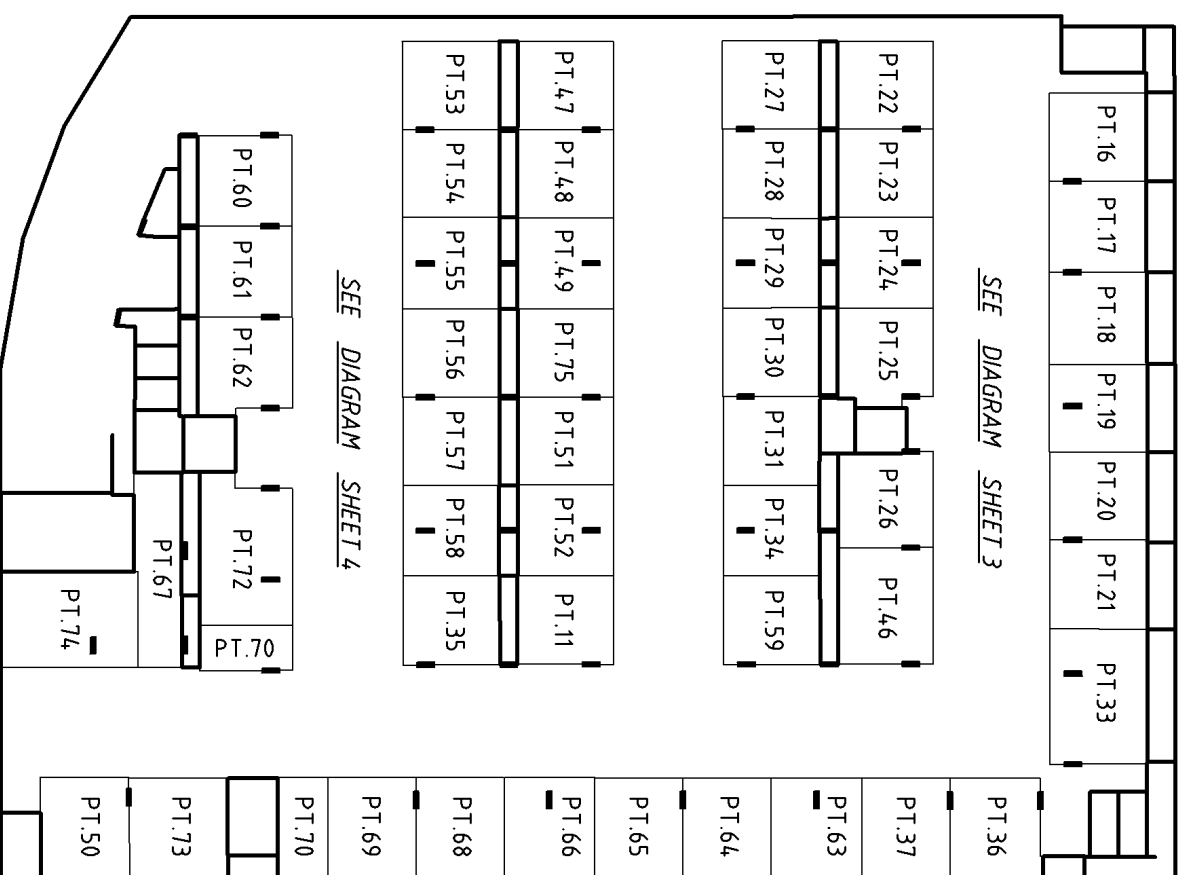


21.12.2017

SP96425

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

Table of mm

BASEMENT 02

SURVEYOR:

Name: Jeremy MacCue

Date: 30.11.2017

Reference: 15447_SP_1A

PLAN OF SUBDIVISION OF
LOT 46 DP 1171548

LGA: THE HILLS

Locality: KELLYVILLE

Reduction Ratio 1:300

Lengths are in metres.

Registered

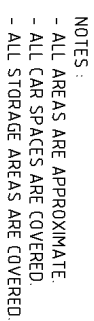


21.12.2017

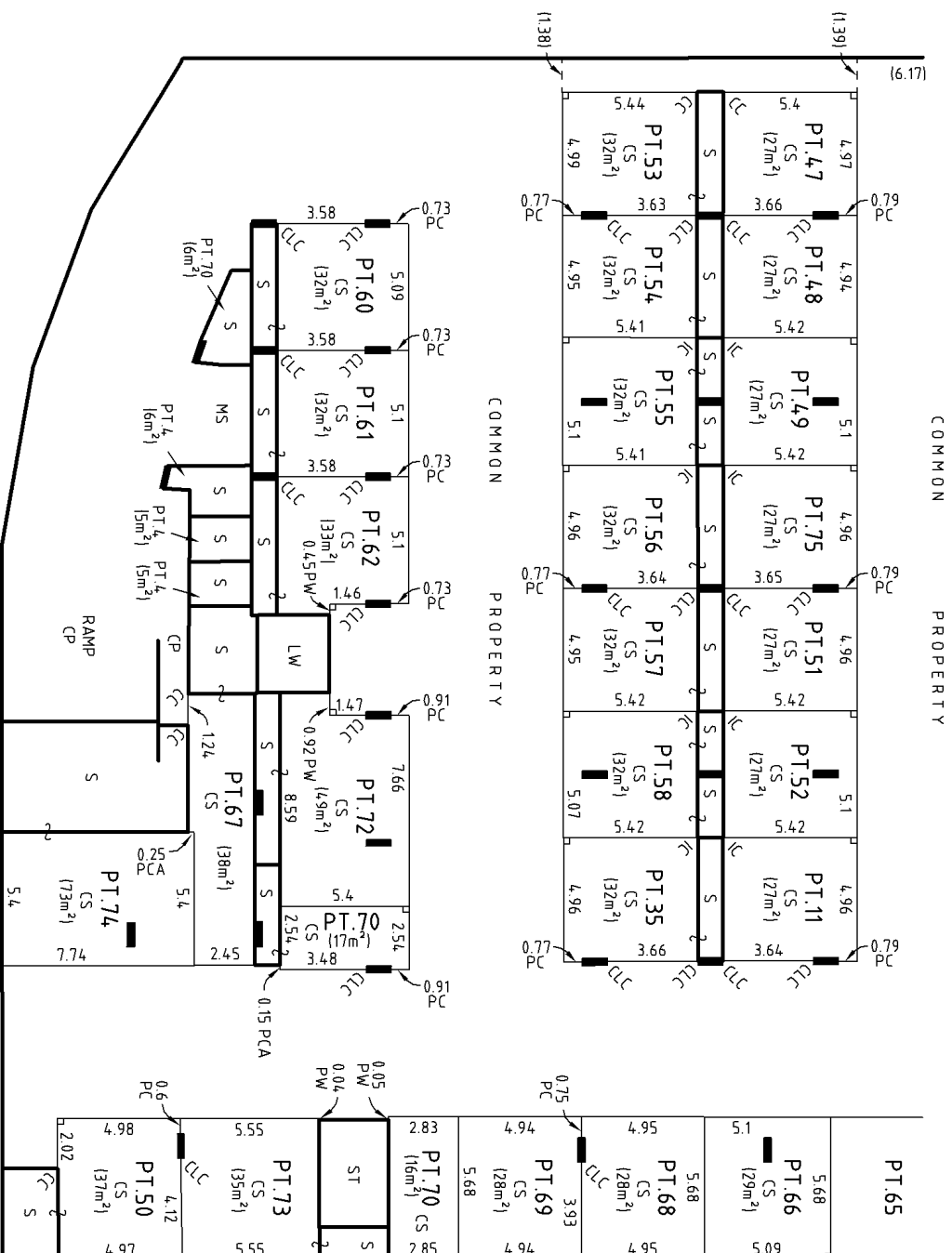
SP96425

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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M.G.A



SP96425

BASEMENT 02*CONTINUED FROM SHEET 3*

NOTES:

- ALL AREAS ARE APPROXIMATE.
- ALL CAR SPACES ARE COVERED.
- ALL STORAGE AREAS ARE COVERED.

SURVEYOR:

Name: Jeremy MacCue

Date: 30.11.2017

Reference: 15447_SP_1A

PLAN OF SUBDIVISION OF
LOT 46 DP 1171548

Registered

LGA: THE HILLS

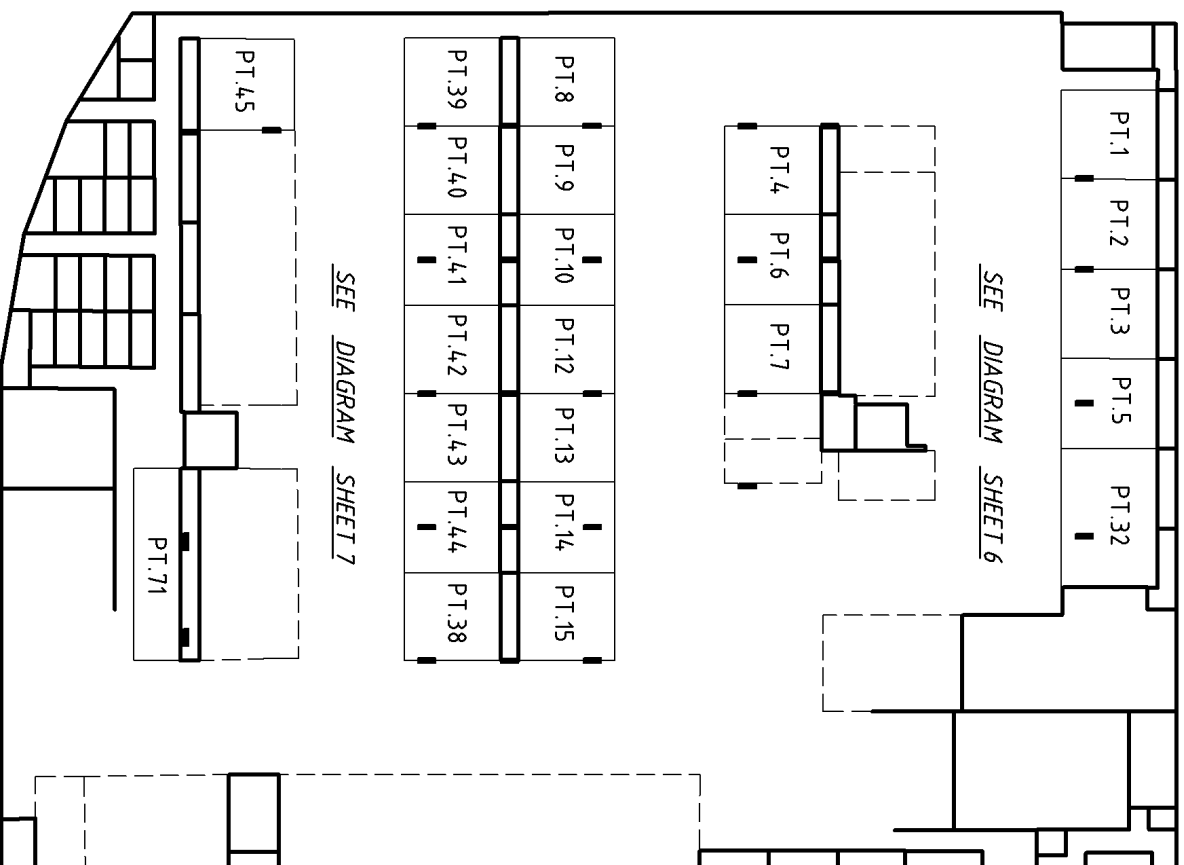
Locality: KELLYVILLE

Reduction Ratio 1:200

Lengths are in metres.

RL - DENOTES RIGHT ANGLE
 CC - CORNER OF CAGE
 CLC - CENTRELINE OF COLUMN
 CP - COMMON PROPERTY
 CS - CAR SPACES
 IC - INTERSECTION OF CAGE
 LW - LIFT WELL (COMMON PROPERTY)
 MS - MOTORCYCLE SPACE (COMMON PROPERTY)
 PC - PROLONGATION OF CENTRE OF COLUMN
 PW - PROLONGATION OF FACE OF WALL
 PCA - PROLONGATION OF FACE OF CAGE
 S - STORAGE AREA
 ST - STAIRS (COMMON PROPERTY)

SP96425

BASEMENT 01

SURVEYOR:

Name: Jeremy MacCue

Date: 30.11.2017

Reference: 15447_SP_1A

PLAN OF SUBDIVISION OF
LOT 46 DP 1171548

LGA: THE HILLS

Locality: KELLYVILLE

Reduction Ratio 1:300

Lengths are in metres.

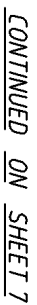
Registered



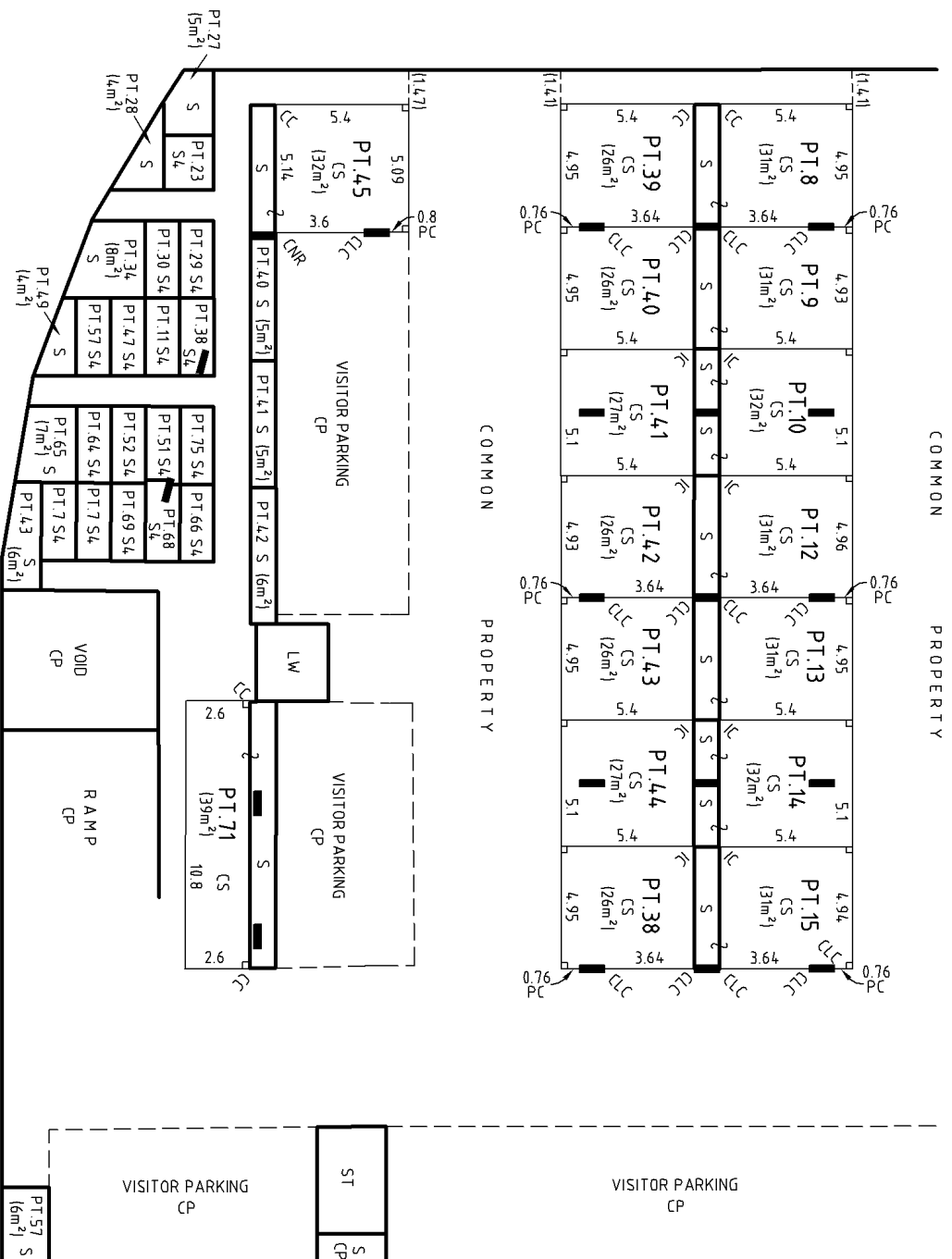
21.12.2017

SP96425

~~M.G.A.~~



SP96425

BASEMENT 01*CONTINUED FROM SHEET 6*

- NOTES:
- ALL AREAS ARE APPROXIMATE.
 - ALL CAR SPACES ARE COVERED.
 - ALL STORAGE AREAS ARE COVERED.
 - L - DENOTES RIGHT ANGLE
 - CLC - CENTRELINE OF CAGE
 - CNR - CORNER OF COLUMN
 - CP - COMMON PROPERTY
 - CS - CAR SPACE(S)
 - IC - INTERSECTION OF CAGE
 - LW - LIFT WELL (COMMON PROPERTY)
 - PC - PROLONGATION OF CENTRE OF COLUMN
 - S - STORAGE AREA
 - S4 - STORAGE AREA - (4m²)
 - ST - STAIRS (COMMON PROPERTY)

SURVEYOR:

Name: Jeremy MacCue

Date: 30.11.2017

Reference: 15447_SP_1A

PLAN OF SUBDIVISION OF
LOT 46 DP 1171548

Registered



21.12.2017

LGA: THE HILLS

Locality: KELLYVILLE

Reduction Ratio 1:200

Lengths are in metres.

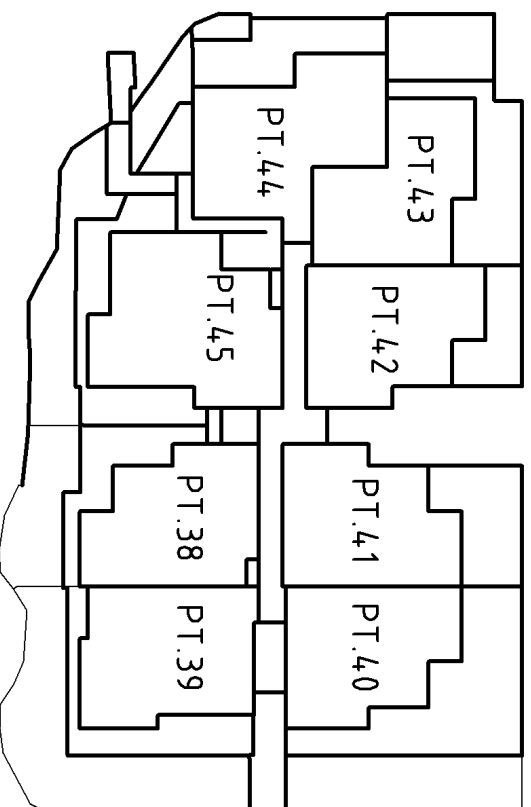
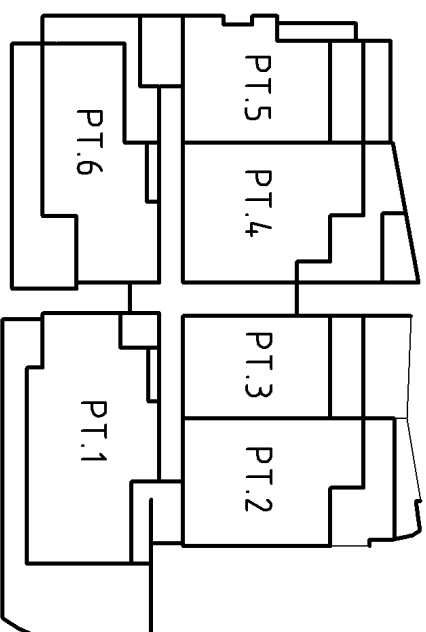
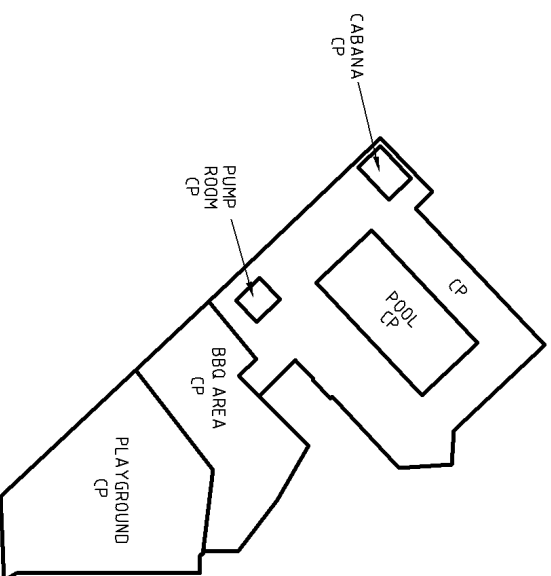
SP96425

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

GROUND FLOOR

SEE DIAGRAM SHEET 9

M.G.A.



SEE DIAGRAM SHEET 10

CP - COMMON PROPERTY

SURVEYOR:

Name: Jeremy MacCue

Date: 30.11.2017

Reference: 15447_SP_1A

PLAN OF SUBDIVISION OF
LOT 46 DP 1171548

Registered

LGA: THE HILLS

Locality: KELLYVILLE

Reduction Ratio 1:400

Lengths are in metres.

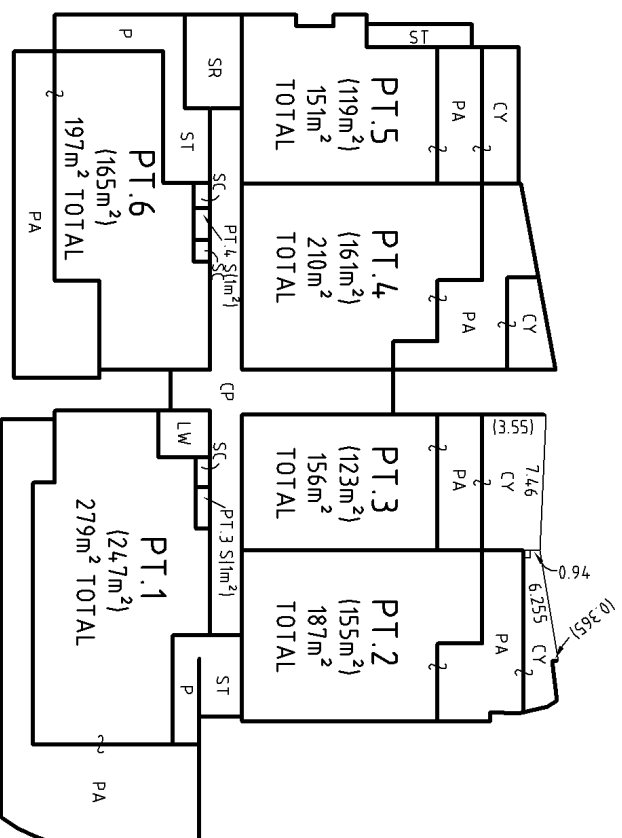
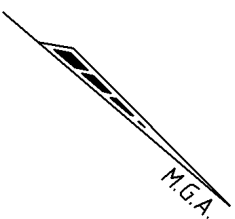


21.12.2017

SP96425

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

GROUND FLOOR



L - DENOTES RIGHT ANGLE
 CP - COMMON PROPERTY
 CY - COURTYARD
 LW - LIFT WELL (COMMON PROPERTY)
 P - PASSAGE (COMMON PROPERTY)
 PA - PAVED AREA
 S - STORAGE AREA
 SC - SERVICE CUPBOARD (COMMON PROPERTY)
 SR - SERVICES ROOM (COMMON PROPERTY)
 ST - STAIRS (COMMON PROPERTY)

NOTES:

- ALL AREAS AREA APPROXIMATE.
- THE PAVED AREAS ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE UPPER SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.
- THE COURTYARDS ARE LIMITED IN HEIGHT FROM 1 BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE THERE IS A CONCRETE BASE WITHIN THIS LIMIT AND IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS LIMIT.
- ALL METAL PRIVACY SCREENING, PERGOLAS AND SUN SHADING STRUCTURES ARE COMMON PROPERTY.

SURVEYOR:

Name: Jeremy MacCue

Date: 30.11.2017

Reference: 15447_SP_1A

 PLAN OF SUBDIVISION OF
 LOT 46 DP 1171548

LGA: THE HILLS

Locality: KELLYVILLE

Reduction Ratio 1:300

Lengths are in metres.

Registered

21.12.2017

SP96425

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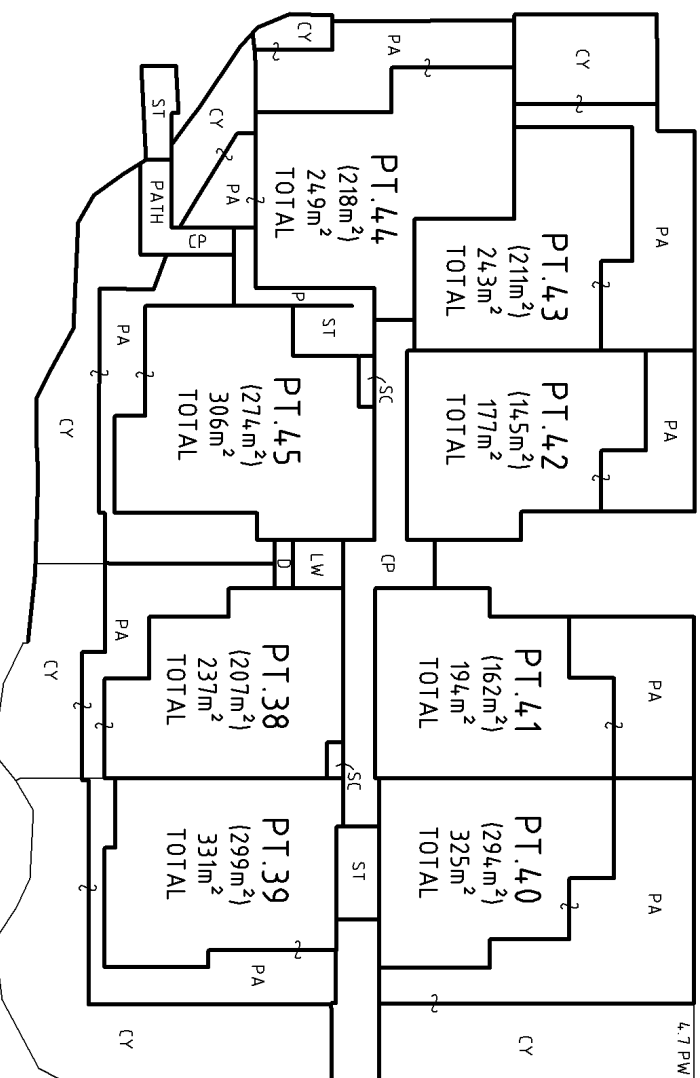
Table of mm

GROUND FLOOR

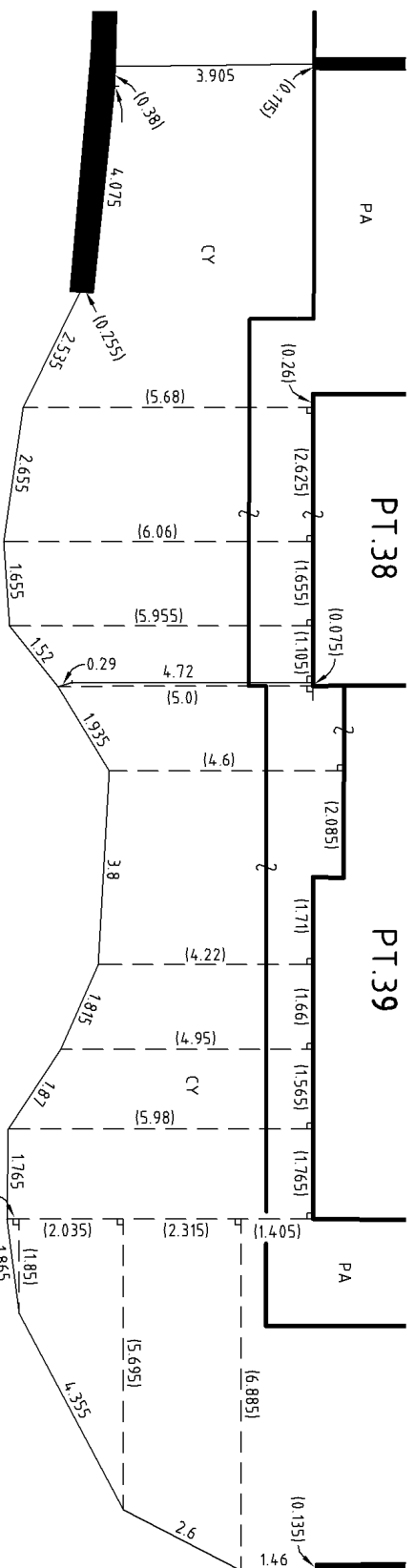
- L - DENOTES RIGHT ANGLE
 CP - COMMON PROPERTY
 CY - COURTYARD
 D - DUCT (COMMON PROPERTY)
 LW - LIFT WELL (COMMON PROPERTY)
 P - PASSAGE (COMMON PROPERTY)
 PA - PAVED AREA
 PW - PROLONGATION OF INSIDE FACE OF WALL
 SC - SERVICE CUPBOARD (COMMON PROPERTY)
 ST - STAIRS (COMMON PROPERTY)

NOTES:

- ALL AREAS AREA APPROXIMATE.
 - THE PAVED AREAS ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE UPPER SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.
 - THE COURTYARDS ARE LIMITED IN HEIGHT FROM 1 BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE THERE IS A CONCRETE BASE WITHIN THIS LIMIT AND IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS LIMIT.
 - ALL METAL PRIVACY SCREENING, PERGOLAS AND SUN SHADING STRUCTURES ARE COMMON PROPERTY.



SEE DIAGRAM BELOW



DIAGRAM

R.R. - 1:100

SURVEYOR:

Name: Jeremy MacCue

Date: 30.11.2017

Reference: 15447_SP_1A

PLAN OF SUBDIVISION OF

LOT 4.6 DP 117154.8

LGA: THE HILLS

Locality: KELLYVILLE

Reduction Ratio 1:300

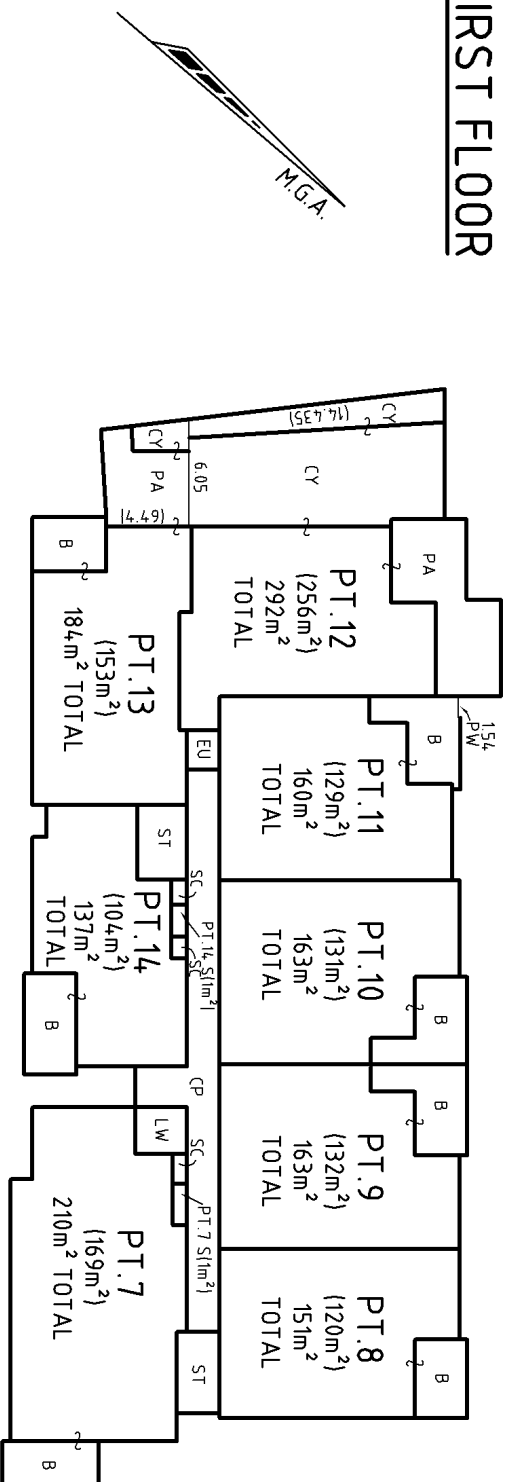
Lengths are in metres.

Registered

21.12.2017

SP96425

FIRST FLOOR



L - DENOTES RIGHT ANGLE
 B - BALCONY
 CP - COMMON PROPERTY
 CY - COURTYARD
 D - DUCT (COMMON PROPERTY)
 EU - EXCLUSIVE USE (COMMON PROPERTY FOR THE EXCLUSIVE USE OF LOTS 12 & 13)
 LW - LIFT WELL (COMMON PROPERTY)
 PRW - PROLONGATION OF CENTRE OF RETAINING WALL
 PW - PROLONGATION OF INSIDE FACE OF WALL
 PA - PAVED AREA
 S - STORAGE AREA
 SC - SERVICE CUPBOARD (COMMON PROPERTY)
 ST - STAIRS (COMMON PROPERTY)

NOTES:
 - ALL AREAS ARE APPROXIMATE
 - THE BALCONIES AND PAVED AREAS ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE UPPER SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT
 - THE COURTYARDS ARE LIMITED IN HEIGHT FROM 1 BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE THERE IS A CONCRETE BASE WITHIN THIS LIMIT AND IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS LIMIT
 - ALL METAL PRIVACY SCREENING, PERGOLAS AND SUN SHADING STRUCTURES ARE COMMON PROPERTY

SURVEYOR:

Name: Jeremy MacCue

Date: 30.11.2017

Reference: 15447_SP_1A

PLAN OF SUBDIVISION OF

LOT 46 DP 1171548

LGA: THE HILLS

Locality: KELLYVILLE

Reduction Ratio 1:300

Lengths are in metres.

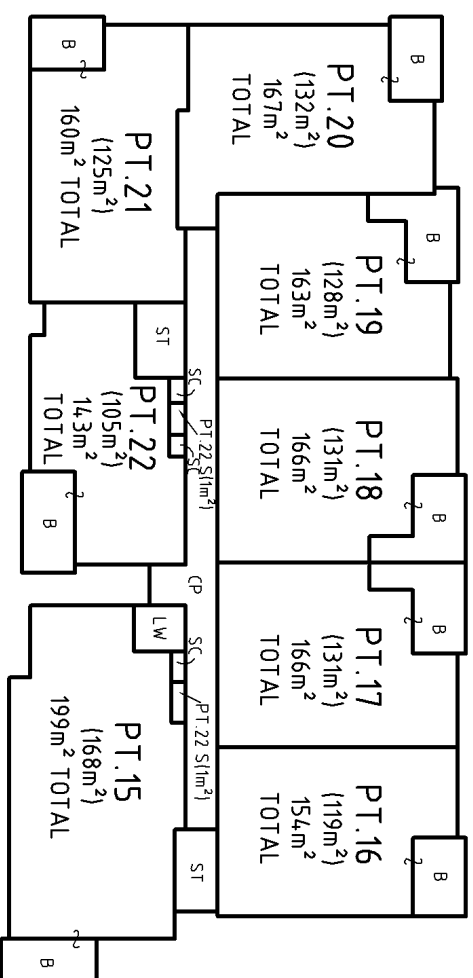
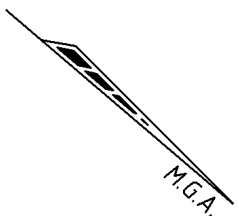
Registered



21.12.2017

SP96425

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

B - BALCONY
 CP - COMMON PROPERTY
 D - DUCT (COMMON PROPERTY)
 LW - LIFT WELL (COMMON PROPERTY)
 S - STORAGE AREA
 SC - SERVICE CUPBOARD (COMMON PROPERTY)
 ST - STAIRS (COMMON PROPERTY)

NOTES:
 - ALL AREAS AREA APPROXIMATE.
 - THE BALCONIES ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE UPPER SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.
 - ALL METAL PRIVACY SCREENING, PERGOLAS AND SUN SHADING STRUCTURES ARE COMMON PROPERTY.

SURVEYOR:

Name: **Jeremy MacCue**Date: **30.11.2017**Reference: **15447_SP_1A**

PLAN OF SUBDIVISION OF
LOT 46 DP 1171548

LGA: **THE HILLS**Locality: **KELLYVILLE**

Reduction Ratio 1:300

Lengths are in metres.

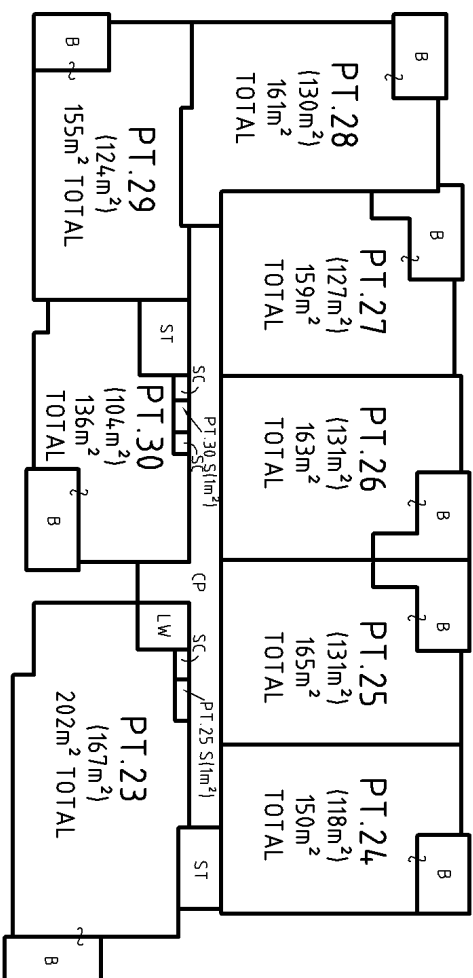
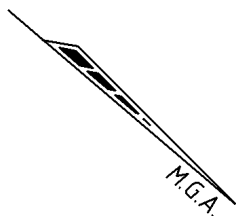
Registered

21.12.2017

SP96425

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

THIRD FLOOR

B - BALCONY
 CP - COMMON PROPERTY
 D - DUCT (COMMON PROPERTY)
 LW - LIFT WELL (COMMON PROPERTY)
 S - STORAGE AREA
 SC - SERVICE CUPBOARD (COMMON PROPERTY)
 ST - STAIRS (COMMON PROPERTY)

NOTES:

- ALL AREAS ARE APPROXIMATE.
- THE BALCONIES ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE UPPER SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.
- ALL METAL PRIVACY SCREENING, PERGOLAS AND SUN SHADING STRUCTURES ARE COMMON PROPERTY.

SURVEYOR:Name: **Jeremy MacCue**Date: **30.11.2017**Reference: **15447_SP_1A**

PLAN OF SUBDIVISION OF
 LOT 46 DP 1171548

LGA: **THE HILLS**Locality: **KELLYVILLE**

Reduction Ratio 1:300

Lengths are in metres.

Registered

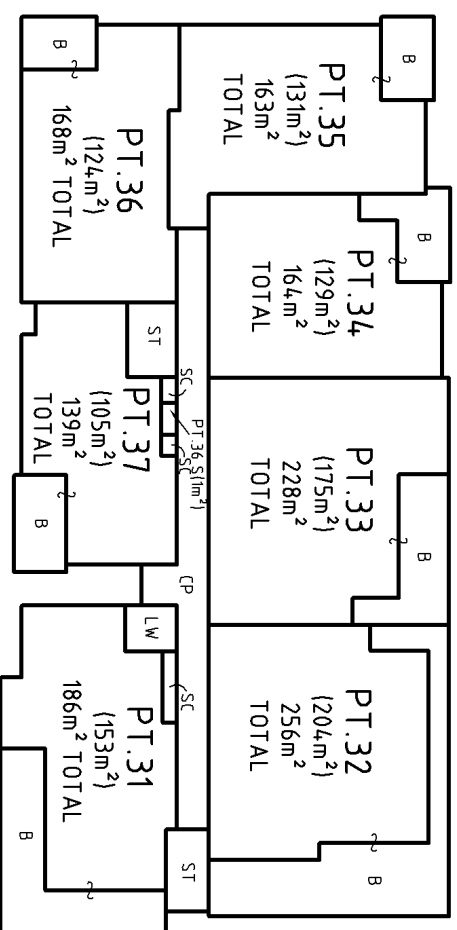
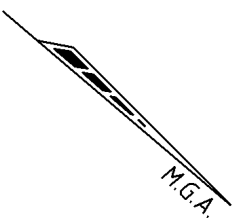


21.12.2017

SP96425

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

FOURTH FLOOR

- B - BALCONY
 CP - COMMON PROPERTY
 D - DUCT (COMMON PROPERTY)
 LW - LIFT WELL (COMMON PROPERTY)
 S - STORAGE AREA
 SC - SERVICE CUPBOARD (COMMON PROPERTY)
 ST - STAIRS (COMMON PROPERTY)
- NOTES:
- ALL AREAS AREA APPROXIMATE.
 - THE BALCONIES ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE UPPER SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.
 - ALL METAL PRIVACY SCREENING, PERGOLAS AND SUN SHADING STRUCTURES ARE COMMON PROPERTY.

SURVEYOR:

Name: **Jeremy MacCue**Date: **30.11.2017**Reference: **15447_SP_1A**

PLAN OF SUBDIVISION OF
 LOT 46 DP 1171548

LGA: **THE HILLS**Locality: **KELLYVILLE**

Reduction Ratio 1:300

Lengths are in metres.

Registered



21.12.2017

SP96425

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only			Office Use Only		
Registered:  21.12.2017			SP96425		
PLAN OF SUBDIVISION OF LOT 46 DP 1171548			LGA: THE HILLS Locality: KELLYVILLE Parish: CASTLE HILL County: CUMBERLAND		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents ~~The Owners - Strata Plan No.~~ C/- SMS Strata Suite 102, First Floor 29 Grose Street, Parramatta, 2151 Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A*B Smoke penetration: Option *A*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I, <u>Jeremy J MacCue</u> of <u>SurveyPlus P/L, DURAL,</u> <u>P:(02) 9651 2921, W: surveyplus.com.au</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^			Strata Certificate (Accredited Certifier) I, <u>ANDREW SYMONDS</u> being an Accredited Certifier, accreditation number <u>8PB 1837</u> , certify that in regards to the 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> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: <u>14627</u> Relevant Planning Approval No.: <u>CDC 14626</u> issued by: <u>ANDREW SYMONDS</u> Signature: <u>A H C</u> Date: <u>7 DECEMBER 2017</u> ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:



21.12.2017

SP96425

VALUER'S CERTIFICATE

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

Signature: Date 17/11/2017

SCHEDULE OF UNIT ENTITLEMENT

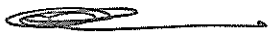
LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	170	26	124	51	106
2	133	27	124	52	157
3	106	28	126	53	152
4	133	29	123	54	123
5	109	30	114	55	127
6	130	31	132	56	126
7	157	32	176	57	125
8	121	33	170	58	124
9	122	34	126	59	107
10	117	35	128	60	157
11	122	36	125	61	153
12	152	37	115	62	124
13	129	38	131	63	128
14	112	39	157	64	126
15	159	40	152	65	126
16	122	41	130	66	125
17	123	42	128	67	108
18	123	43	143	68	158
19	123	44	152	69	154
20	126	45	161	70	115
21	122	46	122	71	115
22	113	47	126	72	179
23	160	48	125	73	161
24	123	49	124	74	179
25	124	50	123	75	157
AGGREGATE					10,000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  21.12.2017	SP96425	

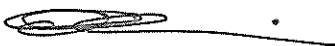
This sheet is for the provision of the following information as required:

- 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*

Executed by ONR Developments PTY LTD
ACN 601912556 in accordance with
Section 127 of the Corporations Act 2001


Steven Harb
Sole Director and Secretary

Executed by 46 Applegum PTY LTD
ACN 614009504 in accordance with
Section 127 of the Corporations Act 2001


Steven Harb
Sole Director and Secretary

Land and Property Information

NEW SOUTH WALES

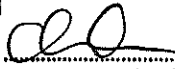
I certify the person(s) signing opposite,
with whom I am personally acquainted or
as to whose identity I am otherwise satisfied,
signed this instrument in my presence.

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

Signature of witness: 

Name of witness: HU TUNG LIU

Address of witness: 19/201 AUSCER ST,
SYDNEY NSW 2000

Signature of attorney: 

Attorney's name: CHRIS CLIS

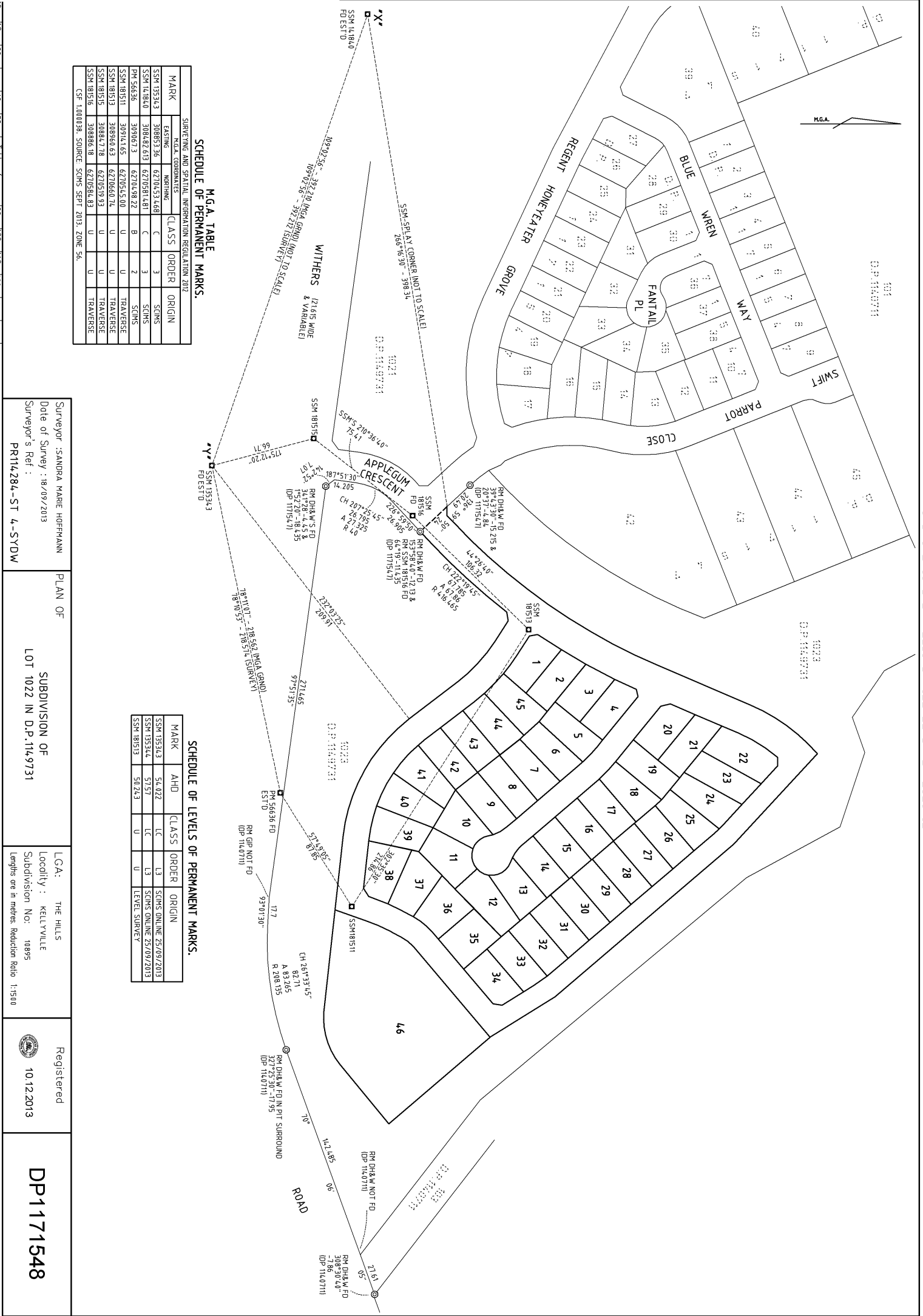
Attorney's position: ANALYST

Signing on behalf of: COMMONWEALTH

BANK OF AUSTRALIA

ABN 48 123 123 124

Power of attorney -Book: 4578 No: 494



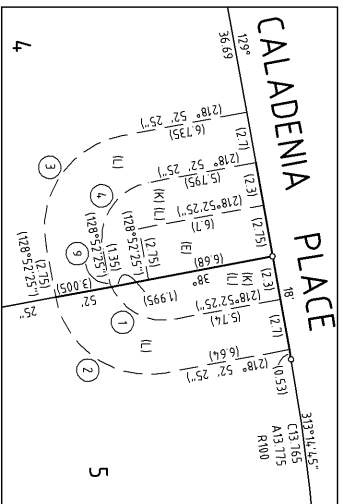
M.G.A. TABLE
SCHEDULE OF PERMANENT MARKS.

SURVEYING AND SPATIAL INFORMATION REGULATION 2012				
M.G.A. COORDINATES		CLASS ORDER ORIGIN		
MARK	EASTING	NORTHING	CLASS	ORDER ORIGIN
SSM 135343	308853.36	6270453.468	C	3 SCMS
SSM 141840	308482.613	6270581.481	C	3 SCMS
PM 56636	309067.3	6270498.22	B	2 SCMS
SSM 181511	309141.65	6270555.00	U	U TRAVERSE
SSM 181513	308960.63	6270660.74	U	U TRAVERSE
SSM 181515	308847.78	6270599.93	U	U TRAVERSE
SSM 181516	308886.18	6270584.93	U	U TRAVERSE
CSF 1000198, SOURCE: SCMS SEPT 2013, ZONE 56.				

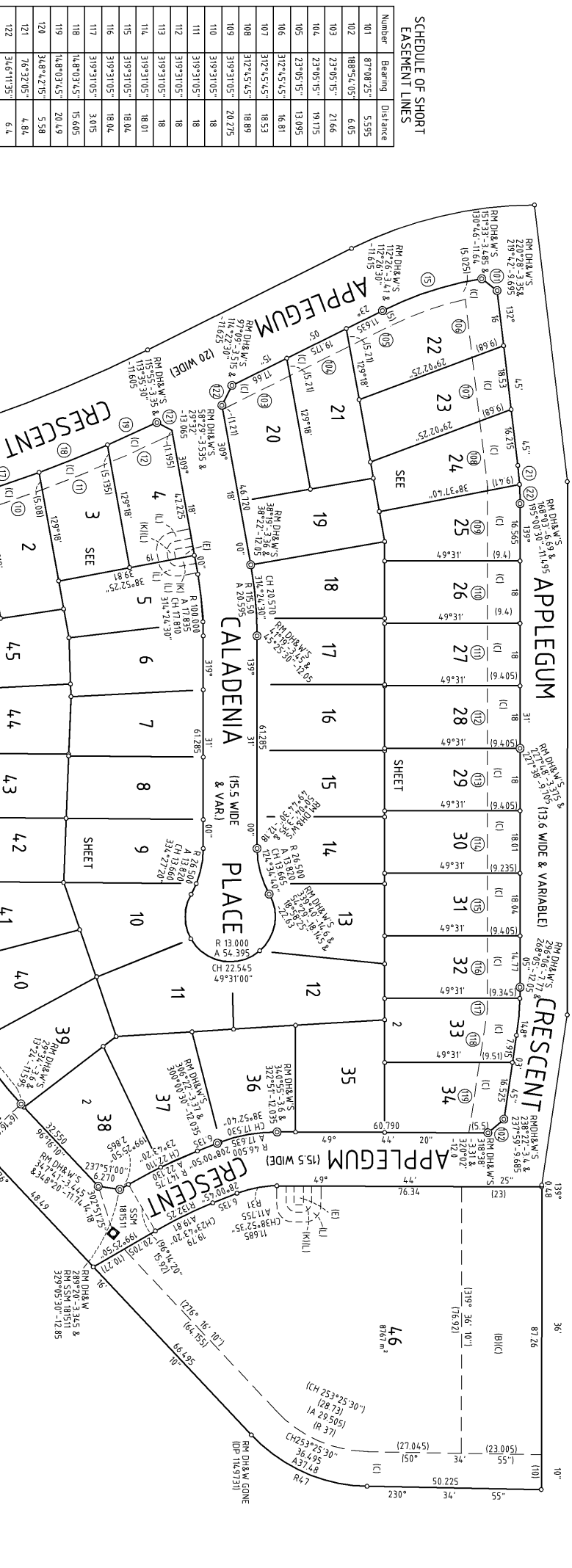
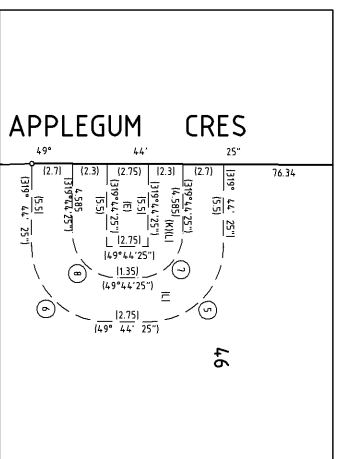
SCHEDULE OF LEVELS OF PERMANENT MARKS.

MARK	AHD	CLASS	ORDER	ORIGIN
SSM 135343	54.022	LC	L3	SCMS ONLINE 25/09/2013
SSM 135346	57.57	LC	L3	SCMS ONLINE 25/09/2013
SSM 181513	50.263	U	U	LEVEL SURVEY

Surveyor :SANDRA MARIE HOFFMANN Date of Survey : 18/09/2013 Surveyor's Ref : PR114284-ST 4-SYDW	PLAN OF SUBDIVISION OF LOT 1022 IN D.P. 1149731	LGA: THE HILLS Locality : KELLYVILLE Subdivision No: 10895 Lengths are in metres. Reduction Ratio 1:1500	Registered 10.12.2013	DP1171548
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SCHEDULE OF CURVED EASEMENT LINES				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	77°07'40"	3.715	4.005	3
2	263°52'25"	7.07	7.855	5
3	353°52'25"	7.07	7.855	5
4	353°52'25"	4.245	4.71	3
5	184°44'25"	7.07	7.855	5
6	271°44'25"	7.07	7.855	5
7	184°44'25"	4.245	4.71	3
8	94°44'25"	4.245	4.71	3
9	122°07'40"	0.705	0.705	3



SCHEDULE OF CURVED LINES

Number	Chord Bearing	Chord Distance	Arc Length	Radius
9	213°15'30"	21.895	21.895	421.465
10	210°30'15"	18.62	18.62	421.465
11	207°47'45"	21.235	21.235	421.465
12	205°01'00"	19.605	19.61	421.465
15	210°02'	22.975	23.03	95
16	32°56'55"	18.455	18.46	416.465
17	30°23'35"	18.625	18.625	416.465
18	205°07'10"	15.62	15.625	416.465
21	134°27'15"	5.535	5.535	93.45
22	137°50'05"	5.49	5.49	93.45
37	119°23'20"	87.955	90.385	

SCHEDULE OF SHORT EASEMENT LINES

Number	Bearing	Distance
101	87°08'25"	5.595
102	188°54'05"	6.05
103	23°05'15"	21.66
104	23°05'15"	19.175
105	23°05'15"	13.095
106	312°45'45"	16.81
107	312°45'45"	18.53
108	312°45'45"	18.89
109	319°31'05"	20.275
110	319°31'05"	18
111	319°31'05"	18
112	319°31'05"	18
113	319°31'05"	18
114	319°31'05"	18.01
115	319°31'05"	18.04
116	319°31'05"	18.04
117	319°31'05"	3.075
118	148°03'45"	15.605
119	148°03'45"	20.49
120	348°42'15"	5.58
121	76°32'05"	4.84
122	346°11'35"	6.4

Surveyor :SANDRA MARIE HOFFMANN
Date of Survey : 18/09/2013
Surveyor's Ref :
PR114284-ST 4-SYDW

PLAN OF
SUBDIVISION OF
LOT 1022 IN D.P. 1149731

LGA: THE HILLS
Locality : KELLVILLE
Subdivision No: 10895
Lengths are in metres. Reduction Ratio 1: 800

Registered
10.12.2013

DP1171548

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheets

Registered:  10.12.2013

Office Use Only

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Title System: TORRENS

DP1171548

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1022 IN
DP 1149731

LGA: THE HILLS

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, Sandra Marie Hoffmann of RPS Australia East Pty Ltd,

a surveyor registered under the *Surveying and Spatial Information Act*
2002, certify that:*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 18/09/2013*(b) The part of the land shown in the plan (*being/*excluding ^.....)
.....
was surveyed in accordance with the *Surveying and Spatial*
Information Regulation 2012, is accurate and the survey was
completed on..... the part not surveyed was compiled
in accordance with that Regulation.*(c) The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.

Signature: Dated: 21/11/2013

Surveyor ID: 8461.....

Datum Line: "X" - "Y".....

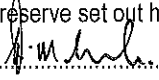
Type: *Urban/*Rural

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, ANDREW BROOKS
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and*
Assessment Act 1979 have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.Signature: 

Accreditation number:

Consent Authority: The Hills Shire Council

Date of endorsement: 21.11.13Subdivision Certificate number: 10895File number: 1356/2010/JPZ... 39.14.5C

*Strike through if inapplicable.

Statements of intention to dedicate public roads create public reserves
and drainage reserves, acquire/resume land.It is intended to dedicate the extension of Applegum Crescent (20
wide, 15.5 wide, 13.6 wide and variable width), Hibbertia Grove (17
wide), Caladenia Place (15.5 wide and variable width) and their splay
corners to the Public as Public Road.

Plans used in the preparation of survey/compilation.

DP 1149731

DP 1140711

DP 540785

DP 830417

DP 1171547

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference: PR114284-ST4 SYDW

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheets

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Registered:  10.12.2013

DP1171548

PLAN OF SUBDIVISION OF LOT 1022 IN
DP 1149731

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: 10895

Date of Endorsement: 21.11.13

Pursuant to Section 88B of the Conveyancing Act 1919 as amended, it is intended to create:

1. Easement for Drainage of Water 1.5 wide (A)
2. Easement for Padmount Substation 2.75 wide (E)
3. Restriction on the Use of Land (K)
4. Restriction on the Use of Land (L)
5. Restriction on the Use of Land
6. Restriction on the Use of Land
7. Restriction on the Use of Land
8. Restriction on the Use of Land
9. Restriction on the Use of Land
10. Restriction on the Use of Land
11. Positive Covenant
12. Restriction on the Use of Land
13. Positive Covenant
14. Restriction on the Use of Land
15. Restriction on the Use of Land (C)
16. Easement for Drainage of Water Variable Width (B)

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR14284-ST4 SYDW

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheets

Registered:



10.12.2013

Office Use Only

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PLAN OF SUBDIVISION OF LOT 1022 IN
DP 1149731

DP1171548

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: 10895.....

Date of Endorsement: 21.11.13.....

Signature of attorney:

Name of attorney:

Endeavour Energy

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR14284-ST4 SYDW

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheets

Registered:



10.12.2013

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PLAN OF SUBDIVISION OF LOT 1022 IN
DP 1149731

DP1171548

Subdivision Certificate number: 10895

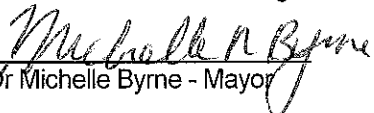
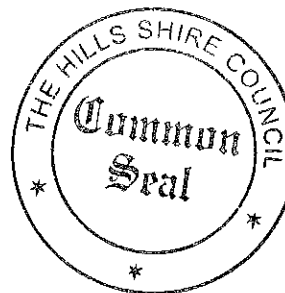
Date of Endorsement: 21.11.13

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.

The Common Seal of **The Hills Shire Council**was hereunto affixed on the TWENTIETH DAY OF NOVEMBER 2013

pursuant to a Resolution of Council passed on

the ~~eighth day of October 2013~~ 12.11.13
Dave Walker General Manager
Clr Dr Michelle Byrne - Mayor

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR14284-ST4 SYDW

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheets

Registered:



10.12.2013

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PLAN OF SUBDIVISION OF LOT 1022 IN
DP 1149731

DP1171548

Subdivision Certificate number: 10895

Date of Endorsement: 21.11.13

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.

Lot	Street Number	Street Name	Street Type	Locality
1	1	Applegum	Crescent	Kellyville
2	3	Applegum	Crescent	Kellyville
3	5	Applegum	Crescent	Kellyville
4	7	Applegum	Crescent	Kellyville
5	3	Caladenia	Place	Kellyville
6	5	Caladenia	Place	Kellyville
7	7	Caladenia	Place	Kellyville
8	9	Caladenia	Place	Kellyville
9	11	Caladenia	Place	Kellyville
10	13	Caladenia	Place	Kellyville
11	15	Caladenia	Place	Kellyville
12	18	Caladenia	Place	Kellyville
13	16	Caladenia	Place	Kellyville
14	14	Caladenia	Place	Kellyville
15	12	Caladenia	Place	Kellyville
16	10	Caladenia	Place	Kellyville
17	8	Caladenia	Place	Kellyville
18	6	Caladenia	Place	Kellyville
19	4	Caladenia	Place	Kellyville
20	9	Applegum	Crescent	Kellyville
21	11	Applegum	Crescent	Kellyville
22	13	Applegum	Crescent	Kellyville
23	15	Applegum	Crescent	Kellyville
24	17	Applegum	Crescent	Kellyville
25	19	Applegum	Crescent	Kellyville
26	21	Applegum	Crescent	Kellyville
27	23	Applegum	Crescent	Kellyville
28	25	Applegum	Crescent	Kellyville

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR14284-ST4 SYDW

PLAN FORM 6A (2012)

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ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheets

Registered:



10.12.2013

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1022 IN
DP 1149731

DP1171548

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: 10895.....

Date of Endorsement: 21.11.13.....

Lot	Street Number	Street Name	Street Type	Locality
29	27	Applegum	Crescent	Kellyville
30	29	Applegum	Crescent	Kellyville
31	31	Applegum	Crescent	Kellyville
32	33	Applegum	Crescent	Kellyville
33	35	Applegum	Crescent	Kellyville
34	37	Applegum	Crescent	Kellyville
35	39	Applegum	Crescent	Kellyville
36	41	Applegum	Crescent	Kellyville
37	43	Applegum	Crescent	Kellyville
38	45	Applegum	Crescent	Kellyville
39	16	Hibbertia	Grove	Kellyville
40	14	Hibbertia	Grove	Kellyville
41	12	Hibbertia	Grove	Kellyville
42	10	Hibbertia	Grove	Kellyville
43	8	Hibbertia	Grove	Kellyville
44	6	Hibbertia	Grove	Kellyville
45	4	Hibbertia	Grove	Kellyville
46	N/A	Hibbertia	Grove	Kellyville

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR14284-ST4 SYDW

ePlan

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

(Sheet 1 of 9 sheets)

Plan: DP1171548

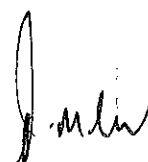
Subdivision of Lot 1022 in D.P.1149731
 Covered by Subdivision Certificate
 No ~~of~~ 10995, 21.11.13

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

The Hills Shire Council
 129 Showground Road
 CASTLE HILL NSW 2154

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 1.5 wide (A)	5 13 14 15 16 17 18 26 40 41 42 43 44 45	39-45 inclusive 12 12 & 13 12 – 14 inclusive 12 – 15 inclusive 12 – 16 inclusive 12 – 17 inclusive & 19 12-19 inclusive 39 39 & 40 39 – 41 inclusive 39 - 42 inclusive 39 - 43 inclusive 39 - 44 inclusive
2	Easement for Padmount Substation 2.75 wide (E)	4 46	Endeavour Energy
3	Restriction on the Use of Land (K)	Part of Lot 4 Part of Lot 5 Part of Lot 46	Endeavour Energy
4	Restriction on the Use of Land (L)	Part of Lot 4 Part of Lot 5 Part of Lot 46	Endeavour Energy



ePlan
 (Sheet 2 of 9 sheets)

Plan: **DP1171548**

Subdivision of Lot 1022 in D.P.1149731
 Covered by Subdivision Certificate
 No ~~1022~~ 1025, 21.11.13

Full name and address of the owner of the land:

The Hills Shire Council
 129 Showground Road
 CASTLE HILL NSW 2154

Number of item shown in the intention panel on the plan	Identify 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
5	Restriction on the Use of Land	Each Lot	The Hills Shire Council
6	Restriction on the Use of Land	1 – 45 inclusive	The Hills Shire Council
7	Restriction on the Use of Land	22	The Hills Shire Council
8	Restriction on the Use of Land	1 - 45 inclusive	The Hills Shire Council
9	Restriction on the Use of Land	1 – 45 inclusive	The Hills Shire Council
10	Restriction on the Use of Land	Each Lot Except Lot 46	Every Other Lot Except Lot 46
11	Positive Covenant	46	The Hills Shire Council
12	Restriction on the Use of Land	Each Lot	The Hills Shire Council
13	Positive Covenant	Each Lot	The Hills Shire Council
14	Restriction on the Use of Land	Each Lot	The Hills Shire Council
15	Restriction on the Use of Land (C)	1-4 Inclusive 20-34 inclusive 46	The Hills Shire Council
16	Easement for Drainage of Water Variable Width (B)	46	The Hills Shire Council

Plan: **DP1171548**

Subdivision of Lot 1022 in D.P.1149731
Covered by Subdivision Certificate
No ~~10295~~, 21.11.13

Full name and address of the owner of the land:

The Hills Shire Council
129 Showground Road
CASTLE HILL NSW 2154

Part 2 (Terms)

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

The Hills Shire Council

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

An Easement for Padmount Substation in the terms set out in Memorandum 9262886 filed in the office of Land and Property Information New South Wales, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1

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

Endeavour Energy

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

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

- 1.1 the external surface of the building surface erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

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

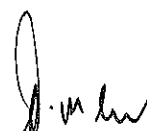
2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3.0 Definitions:

- 3.1 "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.
- 3.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
- 3.3 "erect" includes construct, install build and maintain.
- 3.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Endeavour Energy



Plan: **DP1171548**

Subdivision of Lot 1022 in D.P.1149731
Covered by Subdivision Certificate
No 10895 of 21.11.13

Full name and address of the owner of the land:

The Hills Shire Council
129 Showground Road
CASTLE HILL NSW 2154

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

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site.

2. **Definitions**

“erect” includes construct, install, build and maintain

“restriction site” means that part of the lot burdened subject to the restriction on the use of land.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Endeavour Energy

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

No earthworks shall be undertaken on the lots(s) hereby burdened that results in fill greater than 0.6 metres unless a concealed dropped edge beam is used to contain fill in excess of 0.6 metres, provided that the filling does not exceed 1.5 metres.

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

The Hills Shire Council

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

No dwelling shall be constructed on the lot hereby burdened unless a split level design is employed to ensure the finished ground level is no greater than 1metre above the existing ground level at any one point, with particular regard to the steep topography of the site.

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

The Hills Shire Council

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

1. No dwelling house or other structure shall be constructed on the lot hereby burdened with a finished floor level below the flood planning level shown in the table under point (3) below.

2. The “flood planning level” is the 1 in 100 year ARI storm event flood level plus a 0.5 metre freeboard prepared by Brown Consulting dated 27 September 2013. A copy of this information is held at Council Ref 1356/2010/JPZ.

3. The flood planning level at any given point along the lot(s) burdened is defined by a level line perpendicular and coincident to a line represented by joining the levels shown in the table below:

Lot	FPL
22 (Northern Boundary)	RL 42.88 AHD
22 (Southern Boundary)	RL 43.97 AHD



Plan: **DP1171548**

Subdivision of Lot 1022 in D.P.1149731
Covered by Subdivision Certificate
No 10895 of 21.11.13

Full name and address of the owner of the land:

The Hills Shire Council
129 Showground Road
CASTLE HILL NSW 2154

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

The Hills Shire Council

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

No dwelling house or structure shall be constructed on the lot(s) hereby burdened that will exceed the maximum permitted site coverage of 60% for two storey dwellings increasing to 65% for single storey dwellings expressed as a percentage of the total site area complying with the requirements of The Hills Shire Council.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.

The Hills Shire Council

9. Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No dwelling shall to be erected on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 4500 litres in accordance with the requirements of the Hills Shire Council.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.

The Hills Shire Council

10. Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

No dwelling shall be erected on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a Colorbond or Stratco powder coated side and rear steel boundary fence, consisting of steel infill sheet panels 1.80 metres high, secured within a matching powder coated steel frame and fixed between 100mm x 100mm treated hardwood posts having a H4 hazard level rating.

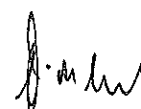
In order to achieve a consistent estate theme, all fence panels and frames are to be Grey Ridge (Colorbond) or Slate Grey (Stratco) in colour.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.

The Hills Shire Council

11. Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

The post and rail fencing erected on the lot(s) hereby burdened is to be maintained by the registered proprietor(s) as a hardwood post and rail fence 1.35 metres high that includes wire mesh fixed and secured at ground level to exclude foxes, feral cats and dogs from entering the adjoining Biobank Lot being Lot 1023 in DP1149731.



Plan: **DP1171548**

Subdivision of Lot 1022 in D.P.1149731
Covered by Subdivision Certificate
No 10895 of 21.11.13

Full name and address of the owner of the land:

The Hills Shire Council
129 Showground Road
CASTLE HILL NSW 2154

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 11 in the plan.

The Hills Shire Council

12. Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

No development shall be permitted on the lot(s) hereby burdened unless it is considerate of the bushfire prone nature of the site, complying with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 12 in the plan.

The Hills Shire Council

13. Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

The registered proprietor of the lot(s) hereby burdened will maintain at their sole expense the whole of their lot as an (inner) asset protection zone to the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time. Fuel loadings within the (inner) asset protection zone are to be managed as follows:

- a) Tree canopy cover shall be less than 15% of the area of the lot and shall be located no less than 2 metres from any part of the roofline of a dwelling
- b) Garden beds of flammable shrubs are not to be located under trees and shall be no closer than 10 metres from an exposed window or door.
- c) Trees shall have all lower limbs removed to a height of two (2) metres above the ground.
- d) All vegetation is to be maintained to ensure a continuous pathway does not exist to any dwelling.
- e) Short green grasses are to be planted and maintained around all dwellings, alternatively non flammable pathways are to be provided.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 13 in the plan.

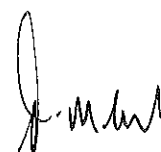
The Hills Shire Council

14. Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.

No dwelling house or other structure shall be constructed on the lot(s) hereby burdened unless they are constructed in accordance with the salinity recommendations from the report prepared by DLA Environmental Ref DL1116_H00010 dated April 2013, AS 2870 2011 Residential Slabs and footings, any other relevant standards and the Building Code of Australia complying with the requirements of The Hills Shire Council. A copy of this report is held at Council Ref DA 1356/2010/JPZ.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 14 in the plan.

The Hills Shire Council



ePlan
(Sheet 7 of 9 sheets)

Plan: **DP1171548**

Subdivision of Lot 1022 in D.P.1149731
Covered by Subdivision Certificate
No ~~10295~~, 21.11.13

Full name and address of the owner of the
land:

The Hills Shire Council
129 Showground Road
CASTLE HILL NSW 2154

15. Terms of easement profit a prendre, restriction or positive covenant numbered 15 in the plan.

No part of any dwelling or habitable building may be constructed or allowed to remain within the area of the asset protection zone delineated (C) on the registered plan of subdivision complying with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.

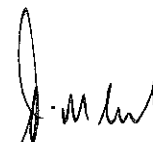
Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 15 in the plan.

The Hills Shire Council

16. Terms of easement, profit á prendre, restriction or positive covenant numbered 16 in the plan.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 16 in the plan.

The Hills Shire Council



ePlan

(Sheet 8 of 9 sheets)

Plan: **DP1171548**

Subdivision of Lot 1022 in D.P.1149731
Covered by Subdivision Certificate
No ~~of~~ 10895, 21.11.13

Full name and address of the owner of the land:

The Hills Shire Council
129 Showground Road
CASTLE HILL NSW 2154

SIGNATURES

The Common Seal of **The Hills Shire Council**

was hereunto affixed on the 20th DAY OF NOVEMBER 2013

pursuant to a Resolution of Council passed on

the ~~eighth day of October 2013~~ 12.11.13



Dave Walker General Manager

Cllr Dr Michelle Byrne - Mayor

ePlan

(Sheet 9 of 9 sheets)

Plan: **DP1171548**

Subdivision of Lot 1022 in D.P.1149731
Covered by Subdivision Certificate
No ~~of~~ 10895, 21.11.13

Full name and address of the owner of the land:

The Hills Shire Council
129 Showground Road
CASTLE HILL NSW 2154

Signed on behalf of **Endeavour Energy**
ABN 59 253 130 878
by its Attorney pursuant to Power of
Attorney Book 4640 No 572 in the
presence of:

Signature of Attorney

Name: Geoff Riethmuller

Position: URS 13353

Simmonds

Signature of Witness

Raymond Simmonds

Name of Witness

6-11-2013

Date of Execution

Reference: URS 13353

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Andrew Brooks

Approved by

Name

ANDREW BROOKS

On Behalf of The Hills Shire Council

Authorised Person

REGISTERED



10.12.2013

Release: 3-1

POSITIVE COVENANT
New South Wales



Section 88E(3) Conveyancing Act 19

AM470508J

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

(A) **TORRENS TITLE**

46/1171548

(B) **LODGED BY**

Document Collection Box 1112G	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm 1349046	CODE PC
Reference:		

(C) **REGISTERED PROPRIETOR**

Of the above land
ONR DEVELOPMENTS PTY LTD ACN: 601 912 556 AND
46 APPLGUM PTY LTD ACN: 614 009 504

(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 ☒	AK846031	COMMONWEALTH BANK OF AUSTRALIA

(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 ~~07 February 2017~~ **25.5.2017**

(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:

Name of witness:

RACHEL BRAITHWAITE

Address of witness:

**3 COLUMBIA COURT,
BAULKHAM HILLS**

Signature of authorised officer:

Name of authorised officer:

ANDREW BROOKS

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: **ONR DEVELOPMENTS PTY LTD ACN: 601 912 556**

Authority:

See Annexure "B" for
46 Applegum execution ☒

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

STEVEN HARB

Office held:

Sole Director/Secretary ☒

Name of authorised person:

Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. **AK846031**, 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:

Signature of mortgagee:

Name of witness:

VIVIAN LEE

Address of witness:

9/201 Sussex St, Sydney NSW

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

ANNEXURE 'A'

Land Burdened:- 46/1171548

Terms of Positive Covenant referred to

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.

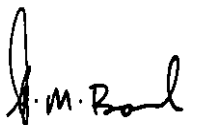
Contractor means any entity engaged by the Prescribed Authority to remove waste from the land burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority.

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 referred to is The Hills Shire Council


.....
Authorised Person
The Hills Shire Council


.....
Steven Harb
Sole Director/Secretary
ONR DEVELOPMENTS PTY LTD ACN: 601 912 556
46 APPLGUM PTY LTD ACN: 614 009 504

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	
Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified	
Signature of witness: 	Signature of attorney: 
Name of witness: <u>VIVIAN LEE</u>	Attorney's name: <u>Antoine Callaghan</u>
Address of witness: <u>9/201 Sussex St</u> <u>Sydney NSW</u>	Attorney's position: <u>Risk Executive</u>
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124	
Power of attorney	-Book <u>4548</u> No: <u>494</u>

ANNEXURE 'B'

Execution by the registered proprietor

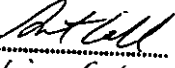
Certified correct for the purposes of the Real Property Act 1900
By the company named below the common seal of which was
affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.

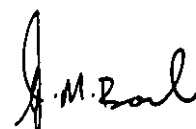
Company: 46 APLEGUM PTY LTD ACN: 614 009 504

Signature of authorised person: 

Name of authorised person: Steven Harb

Office Held: Sole Director/Secretary

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: VIVIAN LEE	Attorney's name: Antoinette Gallagher
Address of witness: 9/201 SUSSEX ST SYDNEY NSW	Attorney's position: Risk Executive
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: 4548 No: 494



Form: 137C
Release: 3-1

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional



AM470509G

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to make available to any person for search upon payment of a fee, if an

(A) **TORRENS TITLE**

46/1171548

(B) **LODGED BY**

Document Collection Box 11126	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcos Law Firm 1349046 Reference:	CODE PC
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(C) **REGISTERED PROPRIETOR**

Of the above land
ONR DEVELOPMENTS PTY LTD ACN: 601 912 556 AND
46 APPELGUM PTY LTD ACN: 614 009 504

(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 ☒	AK846031	COMMONWEALTH BANK OF AUSTRALIA

(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 ~~07 February 2017~~ 25.5.2017

(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:

Name of witness: RACHEL BRAITHWAITE

Address of witness: 3 COLUMBIA COURT,
BAULKHAM HILLS

Signature of authorised officer:

Name of authorised officer: ANDREW BROOKS

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: ONR DEVELOPMENTS PTY LTD ACN: 601 912 556
Authority:

See Annexure "B" for
46 Applegum execution ☒

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

STEVEN HARB
Sole Director/Secretary ☒

Name of authorised person:

Office held:

Office held: ☒

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AK846031, 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:

Signature of mortgagee:

Name of witness: VIVIAN LEE

Address of witness: 9/201 SUSSEX ST, SYDNEY NSW

ANNEXURE 'A'

Land Burdened:- 46/1171548

Terms of Positive Covenant referred to

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 fresh 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 proprietors(s), so that it functions in a safe and efficient manner, in accordance with the manufacturers recommended requirements and/ or the "maintenance and procedures operation plan" as approved by Certified Building Specialists as Construction Certificate Ref C6A119A1 dated 16.12.2016. A copy of this Construction Certificate is held at Council Reference 137/2015/JP
 - (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.
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 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 referred to is The Hills Shire Council

.....
Authorised Person
The Hills Shire Council

.....
Steven Harb
Sole Director/Secretary
ONR DEVELOPMENTS PTY LTD ACN: 601 912 556
46 APPLGUM PTY LTD ACN: 614 009 504

.....
ANTOINE GALLAGHER

.....
V. AN LEE - W. THES

ANNEXURE 'B'

Execution by the registered proprietor

Certified correct for the purposes of the Real Property Act 1900
By the company named below the common seal of which was
affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.

Company: 46 APLEGUM PTY LTD ACN: 614 009 504

Signature of authorised person:

Name of authorised person: Steven Harb

Office Held: Sole Director/Secretary

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness:	Signature of attorney:
Name of witness: V.V. AN Lea	Attorney's name: Antoine Gallagher
Address of witness: 9/201 Sussex St Sydney NSW	Attorney's position: Risk Executive
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: 4542 No: 494

J.M. Brail.

Form: 13PC
Release: 3-1

POSITIVE COVENAN
New South Wales



AM470510X

Section 88E(3) Conveyancing Act 1

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. Section 31B of the RP Act provides that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

46/1171548

(B) **LODGED BY**

Document Collection Box 1126	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm 1349046 Reference:	CODE PC
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(C) **REGISTERED PROPRIETOR**

Of the above land
ONR DEVELOPMENTS PTY LTD ACN: 601 912 556 AND
46 APPELGUM PTY LTD ACN: 614 009 504

(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 ☒	AK846031	COMMONWEALTH BANK OF AUSTRALIA

(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 ~~07 February 2017~~ 25.5.2017

(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:

Name of witness: RACHEL BRAITHWAITE

Address of witness: 3 COLUMBIA COURT,
BAULKHAM HILLS

Signature of authorised officer:

Name of authorised officer: ANDREW BROOKS

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: ONR DEVELOPMENTS PTY LTD ACN: 601 912 556

Authority: ☐ See Annexure "B" for 46 Applegum execution

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Office held:

STEVEN HARB

Sole Director/Secretary ☒

Name of authorised person:

Office held: ☐

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AK846031, 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:

Signature of mortgagee:

Name of witness: VIVIAN LEE

Address of witness: 9/201 Sussex St, Sydney NSW

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

ANNEXURE 'A'

Land Burdened:- 46/1171548

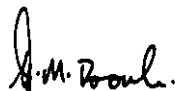
Terms of Positive Covenant referred to

1. The registered proprietor of the lot 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;
 - (c) comply with the terms of any written notice issued by the Council in respect of the requirements of the Positive 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:
 - (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agent 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
 - (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction;
 - (a) any expense reasonably incurred by it in exercising its powers under sub-paragraph (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.
 - (b) 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 Conveyancing Act, 1919 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 referred to is The Hills Shire Council


.....
Authorised Person
The Hills Shire Council


.....
Steven Harb
Sole Director/Secretary
ONR DEVELOPMENTS PTY LTD ACN: 601 912 556
46 APPLUGUM PTY LTD ACN: 614 009 504


ANTOINE GALLAGHER

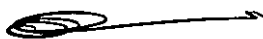
VISION LEE - WITNESS

ANNEXURE 'B'

Execution by the registered proprietor

Certified correct for the purposes of the Real Property Act 1900
By the company named below the common seal of which was
affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.

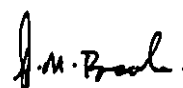
Company: 46 APPLGUM PTY LTD ACN: 614 009 504

Signature of authorised person: 

Name of authorised person: Steven Harb

Office Held: Sole Director/Secretary

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: <u>VIVIAN LEE</u>	Attorney's name: <u>Antoine Calleghe</u>
Address of witness: <u>7/201 Sussex St</u> <u>SYDNEY NSW</u>	Attorney's position: <u>Risk Executive</u>
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: No: <u>4548 444</u>



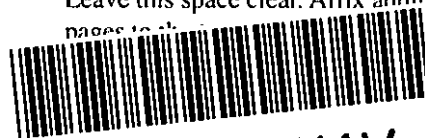
Form: 13RPA
Release: 3-1

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

New South Wales

Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional pages to this form.



AM470511V

Section 88E(3) requires that

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to make available to any person for search upon payment of a fee, if any, the information contained in this form for the establishment and maintenance of the Real Property Act.

(A) **TORRENS TITLE**

46/1171548

(B) **LODGED BY**

Document Collection Box 11126	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm 1349046 Reference:	CODE RV
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(C) **REGISTERED PROPRIETOR**

Of the above land
ONR DEVELOPMENTS PTY LTD ACN: 601 912 556 AND
46 APPELGUM PTY LTD ACN: 614 009 504

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage ☒	AK846031	COMMONWEALTH BANK OF AUSTRALIA

(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 ~~07 February 2017~~ 25.5.2017

(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:

Name of witness: RACHEL BRAITHWAITE

Address of witness: 3 COLUMBIA COURT,
BAULKHAM HILLS

Signature of authorised officer:

Name of authorised officer: ANDREW BROOKS

Position of authorised officer: MANAGER-SUBDIVISION
& DEVELOPMENT CERTIFICATION

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: ONR DEVELOPMENTS PTY LTD ACN: 601 912 556
Authority:

See Annexure "B" for
46 Applegum execution ☒

Signature of authorised person:

Name of authorised person: STEVEN HARB

Office held: Sole Director/Secretary ☒

Signature of authorised person:

Name of authorised person:

Office held: ☒

(H) The mortgagee under mortgage No. AK946031

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:

Name of witness: VIVIAN LEE

Address of witness: 9/201 SUSSEX ST, SYDNEY NSW

Signature of mortgagee:

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

ANNEXURE 'A'

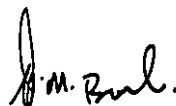
Land Burdened:- 46/1171548

Terms of Restriction on the Use of Land by a Prescribed Authority referred to

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 137/2015/JP a copy of which is held at Council.

Name of Authority having the power to release vary or modify the Restriction on the Use of Land referred to is The Hills Shire Council



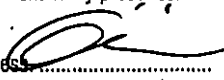
.....
Authorised Person
The Hills Shire Council

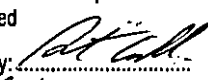
Land and Property Information

NEW SOUTH WALES

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

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

Signature of witness: 

Signature of attorney: 

Name of witness: VIVIAN LEE

Attorney's name: Antoine Collet

Address of witness: 9/201 SUSSEX ST

Attorney's position: Risk Executive

SYDNEY NSW

Signing on behalf of: COMMONWEALTH
BANK OF AUSTRALIA
ABN 48 123 123 124

Power of attorney

-Book: 4548 No: 494

.....
Steven Harb
Sole Director/Secretary
ONR DEVELOPMENTS PTY LTD ACN: 601 912 556
46 APPLGUM PTY LTD ACN: 614 009 504

ANNEXURE 'B'

Execution by the registered proprietor

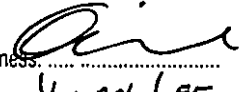
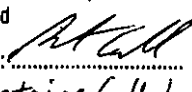
Certified correct for the purposes of the Real Property Act 1900
By the company named below the common seal of which was
affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.

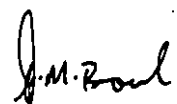
Company: 46 APPLGUM PTY LTD ACN: 614 009 504

Signature of authorised person:

Name of authorised person: Steven Harb

Office Held: Sole Director/Secretary

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: <u>VIVIAN LEE</u>	Attorney's name: <u>Antoine Galleher</u>
Address of witness: <u>9/201 SUSSEX ST</u> <u>SYDNEY NSW</u>	Attorney's position: <u>Risk Executive</u>
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124	
Power of attorney	-Book: <u>4548</u> No: <u>494</u>



Form: 13RPA
Release: 3.1

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

New South Wales

Section 88E(3) Conveyancing Act 1919



AM470512T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect information 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**

46/1171548

(B) **LODGED BY**

Document Collection Box 11126	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm 1349046 Reference:	CODE RV
----------------------------------	--	-------------------

(C) **REGISTERED PROPRIETOR**

Of the above land
ONR DEVELOPMENTS PTY LTD ACN: 601 912 556 AND
46 APPELGUM PTY LTD ACN: 614 009 504

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage ☒	AK846031	COMMONWEALTH BANK OF AUSTRALIA

(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 ~~07 February 2017~~ 25.5.2017

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Signature of witness:

Name of witness: RACHEL BRAITHWAITE

Address of witness: 3 COLUMBIA COURT,
BAULKHAM HILLS

Signature of authorised officer:

Name of authorised officer: ANDREW BROOKS

Position of authorised officer: MANAGER - SUBDIVISION
& DEVELOPMENT CERTIFICATION

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: ONR DEVELOPMENTS PTY LTD ACN: 601 912 556
Authority:

See Annexure "B" for
46 Applegum execution ☒

Signature of authorised person:

Name of authorised person: STEVEN HARB

Office held: Sole Director/Secretary ☒

Signature of authorised person:

Name of authorised person:

Office held: ☒

(H) The mortgagee under mortgage No. AK946031

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:

Name of witness: VIVIAN LEE

Address of witness: 9/201 SASSER ST, SYDNEY NSW

Signature of mortgagee:

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

ANNEXURE 'A'

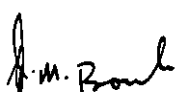
Land Burdened:- 46/1171548

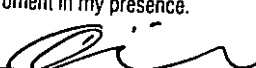
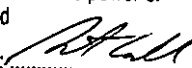
Terms of Restriction on the Use of Land by a Prescribed Authority referred to

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, aquifier storage and recovery, rainwater 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 Certified Building Specialists as Construction Certificate Ref. C6A119A2 dated 16.12.2016. A copy of this Construction Certificate is held at Council Ref 137/2015/JP.

Name of Authority having the power to release vary or modify the Restriction on the Use of Land referred to is The Hills Shire Council


.....
Authorised Person
The Hills Shire Council

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	
Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified	
Signature of witness: 	Signature of attorney: 
Name of witness: VIVIAN LEE	Attorney's name: Antoine Gallagher
Address of witness: 9/201 SUSSEX ST SYDNEY NSW	Attorney's position: Risk Executive
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124	
Power of attorney -Book: No: 4548494	


.....
Steven Harb
Sole Director/Secretary
ONR DEVELOPMENTS PTY LTD ACN: 601 912 556
46 APPLGUM PTY LTD ACN: 614 009 504

ANNEXURE 'B'

Execution by the registered proprietor

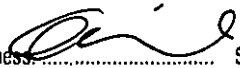
Certified correct for the purposes of the Real Property Act 1900
By the company named below the common seal of which was
affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.

Company: 46 APPLGUM PTY LTD ACN: 614 009 504

Signature of authorised person: 

Name of authorised person: Steven Harb

Office Held: Sole Director/Secretary

Land and Property Information	
NEW SOUTH WALES	
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Address of witness: 9/201 SUSSEX ST SYDNEY NSW	Attorney's position: Risk Executive
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: No: 4548494



Lodger Details

Lodger Code 504011J
Name J S MUELLER & CO
Address 240 PRINCES HWY
ARNCLIFFE 2205
Lodger Box 1W
Email JEFFREYMUELLER@MUELLERS.COM.AU
Reference JSM:42505

Land Registry Document Identification

AT264544

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/SP96425	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP96425
Other legal entity

Meeting Date

26/04/2023

Amended by-law No.

Details 1, 5, 8, 12, 14, 17, 25 and 29

Repealed by-law No.

Details Not applicable

Added by-law No.

Details Special By-Law No. 1

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP96425
Signer Name JEFFREY STEVEN MUELLER
Signer Organisation PARTNERS OF J S MUELLER & CO
Signer Role PRACTITIONER CERTIFIER
Execution Date 14/07/2023



JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 96425

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 96425 was affixed on 12 JULY 2023
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: *Pamela Littlejohn*

Name(s): PAMELA LITTLEJOHN

Authority: STRATA MANAGER



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40 Applegum Crescent, North Kellyville NSW 2155

By-laws for Strata Plan 96425

1 Meanings (Amended)

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

Adjacent Common Property means that part of the Common Property which is affected by reason of the installation of the Air Conditioner.

Air Conditioner means the air conditioning servicing the Lot including the outdoor compressor, ducts, pipes and electrical equipment.

Apartment means an apartment in the Building being a Lot in the Strata Plan.

Approved Building Works means works to a Lot or Common Property which have been approved by the Owners Corporation.

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

Bicycle Parking Area means the area marked on the Strata Plan as the Bicycle Parking Area.

Building means the building constructed within the Residential Strata Scheme including recreational facilities.

Building Manager is the person or entity for the time being appointed by the Owners Corporation to provide the management, operational and other services.

By-laws means the By-Laws in place from time to time for the Residential Strata Scheme.

Common Property means:

- (a) Common Property in the residential Strata Scheme; and
- (b) personal property of the Owners Corporation, but does not include:
 - (i) Shared Facilities located in the Residential Strata Scheme; or
 - (ii) Common Property which an Owner must maintain, repair or replace under an common property rights By-Law.

Development Act means the *Strata Schemes Development Act (NSW) 2015*.

Development Application means Development D137/2015/JP, as granted by the Planning Assessment Commission or as amended or modified.

Disabled Parking Area means the area marked on the Strata Plan as the Disabled Parking Area and shown on site from the date of Strata Plan registration. Disabled Parking is taken to mean Equitable Access Parking (where this term may be used).

Equipment includes plant, machinery, equipment and security devices.

Garbage means any refuse, recyclable material or waste.

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

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or By Law, present or future, and whether state, federal or otherwise.

Lot means a Lot in the Residential Strata Scheme and otherwise has the meaning given to it by the Development Act.

Management Act means the *Strata Schemes Management Act (NSW) 2015*, as varied or amended.

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under s49 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

Motor Cycle Parking Area means the area marked on the Strata Plan as the Motorcycle Parking Area and shown on site from the date of Strata Plan registration.

Occupier means the Owner, lessee or licensee of a Lot.

Owner means the registered proprietor of a Lot or the mortgagee in possession of a Lot.

Owners Corporation means the owners corporation constituted on registration of the Strata Plan no.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Peaceful Enjoyment means the right to the undisturbed use and enjoyment of a Lot or Common Property by an Owner or Occupier.

Recreational Facilities means any barbeque area and/or pool area or other similar facility located on the Common Property.

Residential Strata Scheme is the Strata Scheme based on Strata Plan No. 96425.

Rules means the rules made by the Owners Corporation in accordance with By-Law 14 (as they may be amended or changed).

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

Strata Committee means the strata committee appointed by the Owners Corporation.

Strata Plan means Strata Plan No. 96425.

Strata Scheme means the Strata Scheme constituted on registration of the Residential Strata Scheme.

Works means all or any maintenance, repair, renewal or replacement the Owner undertakes in respect to a lot.

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

1.3 Any reference to:

- (a) Legislation includes later legislation which changes it, including regulations, proclamations, ordinances and By-Laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and

(c) the singular includes the plural and vice versa.

1.4 Headings do not affect the interpretation of the By-Laws.

2 About the By-Laws

2.1 Purpose of the By-laws

The By-laws regulate the day to day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot.

2.2 Who must comply with the By-laws

Occupiers and the Owners Corporation must comply with the By-laws.

3 Consent of Owners Corporation

3.1 Where a By-Law requires the consent of the Owners Corporation, unless stated otherwise in that By-Law, the consent may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee (where allowed under the Management Act).

3.2 Consent given by the Owners Corporation under a By-Law:

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

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

4 Behaviour and Responsibility

4.1 Occupiers must be adequately clothed when on Common Property.

4.2 Occupiers must do all that is necessary not to break any Law when in the Building.

4.3 Occupiers must not:

- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person;
- (d) smoke while on Common Property; or
- (e) do anything which is illegal while on Common Property.

4.4 Occupiers must ensure children and the children of their visitors:

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

4.5 Owners and Occupiers must ensure their invitees:

- (a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
- (b) do not do anything that they cannot do under the By-laws; and
- (c) are removed from the Building upon refusing to comply with the By-laws.

5 Use and Occupation of Lots (Amended)

5.1 Owners and Occupiers of a Lot must:

- (a) keep their Lot clean, tidy and in good repair;
- (b) keep clean all interior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

- (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all;
- (c) at their own expense, comply with all Laws affecting their Lot;
- (d) ensure the floor space within their Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to unreasonably disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries are excluded). This clause is to be read in conjunction with clause 29.2 of the by-laws in relation to any new floor coverings; and
- (e) ensure those parts of the balcony rails and door and window frames which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting or weathering, unless:
 - (i) the Owners Corporation resolves that it will keep the balcony rails and door and window frames clean; or
 - (ii) that balcony rails and door and window frames cannot be accessed by the Owner or Occupier of the Lot safely or at all;

5.2 Owners and occupiers must not:

- (a) store or use any flammable chemical on their Lot unless it is to be used in the lawful, permitted use of their Lot;
- (b) place or hang laundry, clothing, bedding or other articles on any part of their Lot above the height of the balcony balustrade of the Lot (except laundry, clothing, bedding or other articles that are not visible from out the Lot);
- (c) place any item on the balcony of their Lot which is not consistent with the use and aesthetics of the Building or which poses a risk to the health or safety of any person;
- (d) interfere with fire safety equipment or obstruct fire stairs or fire escapes.

5.3 The consent of the Owners Corporation must be obtained if an Owner or Occupier of a Lot wishes to:

- (a) keep anything which is visible from outside the Lot and not consistent with the visual aesthetics of the Building;
- (b) operate or allow to operate any device or electronic equipment on the Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;

- (c) attach or hang from any part of the Lot any aerial or any security device or wires;
 - (d) install or operate any intruder alarm in the Lot which emits an audible signal or light;
 - (e) install any appliances which require access to the Common Property, e.g. a roof space;
 - (f) install any air-conditioning; or
 - (g) store using the car space, other than a vehicle.
- 5.4 Written notice must be given to the Owners Corporation detailing the proposed alteration.
- 5.5 Owners and Occupiers must comply with the following in relation to window coverings:
- (a) must ensure the window treatment of their lot (such as curtains, blinds, shutters or the like) is a colour approved by the Owners Corporation;
 - (i) Unless otherwise approved, the side of the window treatment facing outwards of the lot must be white or off white.
 - (b) must not (unless with the written approval of the Owners Corporation):
 - (i) tint the windows or glass doors of the lot with mirror or reflective tint;
 - (ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on the lot (such as louvres, shutters, awnings, sunshades, sun blinds or the like); or
 - (iii) attach, erect, install or affix any bars, screens (where the security screens or insect screen), grills, locks or any other safety device on the interior or exterior of the windows or the doors in the lot which is visible from outside the lot;
- 5.6 The Owners and Occupiers must comply with the following by-laws in relation to balconies:
- (a) must keep the balconies of the lot clean, tidy and in good repair;
 - (b) must ensure those parts of the balcony rails, doors and window frames which are common property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering (excluding windows located on lots above ground or where access cannot be safely accessed).
 - (c) must not place any item on the balcony of the lot;
 - (i) which is fixed;

- (ii) which is inconsistent with the use as a balcony; or
- (iii) which is inconsistent with the aesthetics and appearance of the building.

5.7 The Owners and Occupiers must comply with the following by-laws in relation to barbecues:

- (a) place the operated barbecues on the balcony ensuring:
 - (i) it is portable and covered (or closed) when not in use; or
 - (ii) is the barbecue approved by or a type approved by the Owners Corporation; and
 - (iii) does not emit or permit any smoke or odour to emit from a barbecue on the lot which reasonably causes or is likely to cause a nuisance to the Owners or Occupiers of other lots.

5.8 The Owners and Occupiers must have consent from the Owners Corporation to enclose their car space.

6 Use of Lots

- 6.1 Owners and Occupiers may not use or occupy their Lot or allow their Lot to be used or occupied for any unlawful purpose, or for any purpose that may lessen the reputation of the Building.
- 6.2 Owners and Occupiers may not use or occupy their Lot or allow their Lot to be used or occupied for any purpose unlawful or otherwise that may affect or lessen the reputation of the Building.
- 6.3 The Owners Corporation must be notified by an Owner or Occupier:
 - (a) who is carrying out or intends to carry out; or
 - (b) who permits or intends to permit any person to carry out, commercial operations from their Lot.
- 6.4 On request by the Owners Corporation, each Owner and Occupier of a Lot must give the Owners Corporation a copy of the consents they hold in connection with those activities.

7 Alteration or Work to Lots

- 7.1 Subject to the By-Laws and the Strata Management Statement, the consent of the Owners Corporation must be obtained if an Owner or Occupier wishes:

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

7.2 If an Owner or an Occupier wishes to carry out works as set out in clause 7.1 then the Owner/Occupier must:

- (a) lodge an Application with the Owners Corporation that complies with this By-Law and obtained the Owners Corporation approval for the Application before it commenced any work;
- (b) comply with reasonable requirements of the Owners Corporation in carrying out the works; and
- (c) indemnify the Owners Corporation against an damage to the Common Property during or as a result of the works.

7.3 Applications for the Owners Corporation approval must be:

- (a) submitted in writing;
- (b) delivered to the address for service of the Owners Corporation, which is the secretary's address; and
- (c) accompanied by two copies of:
 - (i) Building Plans and Specifications;
 - (ii) a report setting out the impact of the proposed works on the lot including how

- the Owner/Occupier proposes to minimise interruption to the Common Property; and
 - (iii) a report from a suitably qualified engineer setting out the effect of the works on the structural integrity of the building.
- (d) Upon completion, the building works must not:
 - (iv) adversely affect the building; and
 - (v) at any time, affect the quiet enjoyment of the Owners and Occupiers of the Residential Strata Scheme.
- 7.4 The Owners Corporation may require an applicant to give additional information to clarify details in the Application with a criteria that the Owners Corporation must assess when it considers the Application. The Owners Corporation must make a request for additional information within ten (10) Business Days of receiving the Application. The Applicant must supply the additional information as soon as reasonably possible.
- 7.5 Owners and Occupiers of Lots must not commence to carry out any Approved Building Works to their Lot, any other Lot or the Common Property:
 - (a) unless the Owners Corporation has approved the plans for the works;
 - (b) they have procured all relevant consents from the relevant Authorities;
 - (c) if applicable, they have in place all relevant insurances and have given a copy of the policy and the certificate of currency to the Owners Corporation.
- 7.6 When carrying out Approved Building Works the Owner and Occupier of a Lot must:
 - (a) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners Corporation;
 - (b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
 - (c) ensure the works are carried out in a proper and workmanlike manner;
 - (d) use only qualified and where appropriate, licensed tradesmen;
 - (e) ensure the works are carried out without undue delay;

- (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (g) cause as little disturbance as is practicable to other Owners and Occupiers;
 - (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
 - (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
 - (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage;
 - (k) ensure the works are installed wholly within the boundaries of their Lot.
- 7.7 On completion of Approved Building Works the Owners and Occupiers must:
- (a) ensure all rubbish and debris caused by the works is removed from the Building;
 - (b) ensure the Common Property is left clean and tidy; and
 - (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.
- 7.8 Each Owner and Occupier must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

8 Common Property (Amended)

- 8.1 Owners and Occupiers must:
- (a) inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation; and
 - (b) have consent from the Owners Corporation under the By-laws if alterations carried out on their Lot affect Common Property.
- 8.2 Owners and Occupiers must not:
- (a) bring or permit to enter, any heavy article which might cause structural damage to the Building;

- (b) do anything to damage or deface Common Property;
- (c) interfere with any personal property vested in the Owners Corporation;
- (d) interfere with the operation of any Equipment installed in the Common Property;
- (e) damage any lawn, plant, tree or garden situated on or within Common Property;
- (f) purposely damage or use part of a lawn or garden, a plant or tree for your own purpose;
- (g) place or hang laundry on any part of the Common Property other than designated areas;
- (h) (1) smoke tobacco or any other substance on the common property or permit any of their invitees to smoke tobacco or any other substance on the common property; and (2) allow smoke caused by the smoking of tobacco or any other substance by them, or any of their invitees, on their lot to penetrate to the common property or any other lot.
- (i) park or stand any vehicle on any part of the Common Property; and
- (j) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

8.3 Notwithstanding Section 106 of the *Management Act*, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the By-laws.

9 Prevention of Damage to Common Property

9.1 Owners and Occupiers must not:

- (a) without the prior written consent of the Owners Corporation, interfere with the operation of any Equipment installed in the Common Property;
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot) without the prior written consent of the Owners Corporation; and
- (c) without the prior written consent of the Owners Corporation, interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

10 Security and Security Keys

10.1 Subject to these By-Laws and the Rules, if it considers it necessary, the Owners Corporation

may:

- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
 - (c) restrict by means of Security Key your access to one level of the Building to any other level.
- 10.2 Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.
- 10.3 Owners and Occupiers must close all security doors and gates when they pass through them.
- 10.4 If the Owners Corporation restricts access under By-Law 10.1, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- 10.5 The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.
- 10.6 Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.
- 10.7 Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.
- 10.8 Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.
- 10.9 Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
- 10.10 The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.
- 10.11 Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that

party and pay the fee or bond that party may require for Security Keys.

11 Compensation to Owners Corporation

- 11.1 Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.
- 11.2 Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the By-laws by them or anyone under their control.

12 Garbage (Amended)

- 12.1 The Owner and Occupier of a Lot must comply with directions issued by the Building Manager about the storage and removal of garbage. Owners and Occupiers must not leave garbage in any other part of the building other than those areas as directed by the Building Manager.
- 12.2 Residents must comply with the following when using the bin rooms located on each residential floor:
 - all waste to be wrapped first,
 - no dangerous objects to be placed in the rubbish bins,
 - no heavy objects to be placed in the rubbish bins,
 - no liquids or oils to be placed in the rubbish bins, and
 - anything spilled in the area near the bin rooms must be promptly removed and action must be taken as necessary to clean the affected area.
- 12.4 the Owners Corporation may make Rules about the storage and removal of garbage within the Common Property.

13 Animals

- 13.1 Subject to section 139(5) of the Management Act, an Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium) on the Lot or the Common

Property.

- 13.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the Common Property.
- 13.3 If an Owner or Occupier of a Lot keeps a cat, small dog or small caged bird on the Lot then the Owner or Occupier must
 - (a) notify the Owners Corporation that the animal is being kept on the Lot;
 - (b) keep the animal within the Lot;
 - (c) carry or restrain the animal when it is on the Common Property; and
 - (d) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal.
 - (e) ensure the animal does not disturb the peaceful enjoyment of other occupiers or anyone lawfully using common property.

14 Rules (Amended)

- 14.1 The Owners Corporation may make Rules relating to matters associated with:
 - (a) the use and management of the Building;
 - (b) the security and control of the Building;
 - (c) enclosing car spaces;
 - (d) the appearance of lots;
 - (e) the appearance of the building;
 - (f) the type of furniture or other items which are prohibited from being placed on the balconies;
 - (g) any other matters determined by the Owners Corporation.
- 14.2 The Owners Corporation may amend or replace any Rule.
- 14.3 Owners and Occupiers are bound by the Rules.
- 14.4 The Owners Corporation must display any new or amended Rule on the notice board of the Building for at least 7 days, or send a copy to each Owner.
- 14.5 If the Owner is not the Occupier, the Owner must send a copy of the Rules and any other documentation required by the Owners Corporation to the Occupier

within 7 days of receiving a copy from the Owners Corporation.

- 14.6 On completion of the sale of a Lot, the Owner must notify the Strata Manager of a change of ownership of the Lot.

15 Insurance Premiums

- 15.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 15.2 Consent under By-Law 15.1 allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.
- 15.3 Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.
- 15.4 Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

16 Signs

Unless there is prior written consent of the Owners Corporation Owners and Occupiers must not affix or exhibit any sign, light, advertisement, name or notice to or on any part of the Building or within any part of a Lot which is visible from outside the Lot. Signs include any form of real estate signage.

17 Moving and Delivering (Amended)

- 17.1 This By-Law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.
- 17.2 An Owner or Occupier must prior to moving items through the Common Property make arrangements with the Owners Corporation or the Building Manager at least 72 hours before moving furniture, goods, belongings or other items through the Common Property and if necessary make arrangements with the Building Manager for a reservation to use appropriate Common Property areas if required. The Building Manager will organize to have a notice posted to advise other occupiers that there will be removalists in the building.
- 17.3 Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot.

- 17.4 The Owner and Occupier must comply with the directions and requirements issued by the Owners Corporation or the Building Manager.
- 17.5 The Owner or Occupier must ensure that lifts are not used, obstructed or held up for any period of time which would inconvenience other Occupiers.

18 Complaints and Applications

- 18.1 Any complaint or Application to the Owners Corporation or the Strata Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or Application.
- 18.2 If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Strata Committee.

19 Lease or Licence of Lots

- 19.1 This By-Law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.
- 19.2 If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot:
 - (a) must ensure the Occupiers have a copy of the most recent version of the By-laws, and any amendments or changes from time to time of the By-laws;
 - (b) must ensure the Occupiers comply with the By-laws;
 - (c) must act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Strata Committee, the Managing Agent and the Building Manager (if any) about the Occupiers; and
 - (d) must take all action available to ensure the Occupiers comply with the By-laws and any reasonable notice the Owner receives from the Owners Corporation.

20 Traffic in Common Property

- 20.1 In addition to the powers under the Management Act, the Owners Corporation has the power to:
 - (a) impose a speed limit for traffic using Common Property;
 - (b) impose restrictions on the use of the Common Property driveways and parking areas;
 - (c) install signs and devices to regulate and control traffic in Common Property.

- 20.2 The Owners Corporation may appoint the Building Manager to regulate and administer traffic in Common Property.

21 Building Manager

- 21.1 The Owners Corporation must appoint and enter into an agreement with a Building Manager.

22. Exclusive Use

- 22.1 Any Common Property for the exclusive personal use by the unit/Lot Owner shall remain as the responsibility of that unit/Lot Owner.
- 22.2 Any Common Property for the exclusive use by each Strata Plan shall remain as the responsibility of that Strata Plan.

23 Failure to Comply

- 23.1 The Owners Corporation may do anything on or within a Lot which an Owner or Occupier should have done under the Management Act or the By-Laws which have not been done by the Owner or Occupier or should have been done by the Owner or Occupier.
- 23.2 The Owners Corporation must give a written notice to the Owner or Occupier specifying the time of entry into the Lot in order to do the work.
- 23.3 The Owner and/or Occupier must
- (a) give the Owners Corporation or such persons as is authorised by it access to the Lot in accordance with the notice; and
 - (b) be responsible for and is liable to the Owners Corporation for the costs of carrying out the work.
- 23.4 The Owners Corporation may sue for recovery for any moneys owing under this By-Law as a debt due and payable by the Owner of the Lot to the Owners Corporation.
- 23.5 This By-law is in addition to the powers bestowed upon the Owners Corporation under the Management Act.

24 Fixtures

- 24.1 In this By-Law 24 "Fixture" means a fixture, and all components or parts thereof whether or not visible from outside a Lot, equipment or building work made or installed by an Owner or Owner

of a Lot, and without limiting the generality of this By-Law or the powers of the Owners Corporation, includes an air-conditioner, an automatic or manual garage door, gas bayonet, water heater and burglar alarm system together with connections whether for electrical wiring or plumbing connections servicing a Lot whether or not installed by the original Owner or Occupier from time to time of a Lot.

- 24.2 Unless it is a fixture removable by a lessee or sub lessee at the expiration of a tenancy a fixture that serves a Lot is an owner's fixture.
- 24.3 The Owner of a Lot must maintain in a state of good and serviceable repair a fixture that services his Lot, and must renew or replace it where necessary.
- 24.4 The Owner of a Lot must ensure that any maintenance, renewal or replacement of a fixture servicing his Lot and visible from outside his Lot, is done so that the fixture is in keeping with the appearance of the rest of the building.
- 24.5 The Owner of a Lot must indemnify the Owners Corporation against any liability or expense incurred by reason of the existence or use of a fixture that services his Lot, being a liability or expense that would not have been incurred if the fixture had not been made or installed.
- 24.6 This By-Law shall not create any obligation on the part of the lessor or Sub lessor of a lot in favour of his lessee or sub lessee.
- 24.7 Insofar as this By-law is contrary to the terms of the consent of the Owners Corporation to the making or installation of a fixture, this By-law has affect in relation to that fixture subject to those terms.
- 24.8 The Owners Corporation may terminate this By-law entirely or insofar as it affects any one proprietor for the good order and maintenance of the building or other sufficient cause.
- 24.9 The Owner of a lot must, in relation to any fixture, pay any increased insurance premium payable by the Owners Corporation as a consequence of such fixtures.
- 24.10 The Owner of a lot must comply with the Noise Control Act 1975 and regulations thereunder and any similar legislation in relation to any fixture and also satisfy standards relevant to the affixing of a fixture and ensure the disposal of any condensation or discharge from a fixture remaining within the Owner's lot and does not become a hazard to Common Property.
- 24.11 The Owner of a lot must, in relation to such fixture, repair and reinstate any damage to the Common Property that occurs in the installation or removal or repairing or replacing of a fixture.

25 Building Manger (Amended)

- 25.1 The Owners Corporation has the power to appoint and enter into agreements with the Building Manager to assist the Owners Corporation in carrying out its responsibilities in caretaking, maintaining and repairing the Common Property.
- 25.2 The agreements between the Owners Corporation and the Building Manager may contain the following provisions:
 - (a) remuneration for the Building Manager of an annual fee agreed upon between the Owners Corporation and the Building Manager;
 - (b) provide for the annual fee to be reviewed annually in accordance with the contract.
- 25.3 The agreements may include specific duties of the Building Manager relating to the supervision of servicing, maintenance, repairing, renewing and replacing:
 - (a) the Common Property;
 - (b) the Equipment in the Common Property;
 - (c) any personal property vested in the Owners Corporation;
 - (d) the building generally; and/or
 - (e) including duties relating to the carrying out of any other task that the Owners Corporation deems necessary for the operation and management of the building (such as the provision of cleaning and grounds maintenance).
- 25.4 Each agreement entered into by the Owners Corporation may contain provisions about the term of the agreement, the option terms, the remuneration of the Building Manager and the duties of the Building Manager as may be determined by the Owners Corporation.
- 25.5 At the expiration of an agreement entered into under By-Law 25.1 the Owners Corporation may enter into a further agreement under that By-Law.
- 25.6 The Building Manager will provide the Owners Corporation with a Building Management Plan for the following year, by November of each year. This Building Management Plan will include estimated costs concerning the management, maintenance and repair of the building and the Building Manager's areas of responsibility to allow for future budget planning.

26 Parking of Vehicles in the Disabled Parking Area

- 26.1 The Owners Corporation or Strata Committee shall:
 - (a) regulate the use of the Disabled Parking Area particularly the parking or standing of motor or other vehicles upon the Disabled Parking Area;
 - (b) at its absolute discretion should the need arise, install barriers consisting of chains or

bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the Disabled Parking Area;

- (c) remove any motor or other vehicle parked or standing in or on the Disabled Parking Area;
- (d) install signage on the Common Property or on the Disabled Parking Area advising of the effect of this by-law and limitations on the standing/parking of motor or other vehicles;
- (e) place a notice on or about the windscreen of any motor or other vehicle parked or standing in or on the Disabled Parking Area in contravention of this by-law or any resolution of the Strata Committee under this by-law; and
- (f) take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the parking of motor or other vehicles in or on the Disabled Parking Area.

27 Motorcycle Parking Area, Bicycle Lockers and Bicycle Parking Area

27.1 Using the Motor Cycle Parking Area, Bicycle Lockers (where may be installed) & -Bicycle Parking Area (where may be provided)

- (a) An Owner or Occupier must notify the Owners Corporation when parking a motor cycle in the Motor Cycle Parking Area or a bicycle in the Bicycle Lockers & Bicycle Parking Area.

27.2 Maintaining the Motor Cycle Parking Area, Bicycle Lockers & Bicycle Parking Area

- (a) Each of the Owners or Occupiers using these areas must ensure the areas are kept clean from soiling associated with their motor cycle or bicycle;
- (b) The Owners Corporation must, where necessary replace and make structural repairs to the Motor Cycle Parking Area, Bicycle Lockers & Bicycle Parking Area.

27.3 Obligations of the Owner and/or the Occupier

Each of the Owners or Occupier of a Lot must:

- (a) give the Owners Corporation access to the Motor Cycle Parking Area, Bicycle Lockers & Bicycle Parking Area so that the Owners Corporation may comply with its obligations under the by-laws and the Management Act;

- (b) not unreasonably obstruct the use of the Motor Cycle Parking Area, Bicycle Lockers & Bicycle Parking Area by another Owner or Occupier; and
- (c) comply with the reasonable requirements of the Owners Corporation about using the Motor Cycle Parking Area, Bicycle Lockers & Bicycle Parking Area.

27.4 Obligations of the Owners Corporation

The Owners Corporation is not responsible for any damage to or theft of a motor cycle parked in the Motor Cycle Parking Area or a bicycle parked in the Bicycle Lockers or Bicycle Parking Area.

28 Existing Air Conditioners

28.1 At the date this by-law is made air conditioning systems may have been installed to serve some or all Lots.

28.2 The Owner of a Lot is responsible for the maintenance and or replacement (at their cost) of the existing Air Conditioner located within (or that services) their Lot.

28.3 Rights and obligations

The Owner is conferred with the special privilege in respect of the Common Property to have had installed the Air Conditioner subject to the due observance and performance by the Owner with the following conditions and obligations:

(a) Air Conditioner maintenance

The Owner must maintain the Air conditioner in a state of good and serviceable repair and for this purpose shall renew or replace it whenever considered reasonably necessary by the Owners Corporation;

(b) Common Property maintenance

The Owner is responsible for the proper maintenance and keeping in a state of good and serviceable repair of the Adjacent Common Property;

(c) Run Off

The Owner must dispose of any condensation and run-off from the Air Conditioner so as not to cause nuisance to any person or damage to the Common Property;

(d) Noise

The Owner or Occupier must not operate the Air Conditioner or allow it to be operated if the occupant of another Lot is being unreasonably disturbed by noise or vibration from its operation.

(e) Damages

The Owner must repair any damage to the Common Property caused by the Owner, Occupier or the Owner's or Occupiers agents or contractors in the course of undertaking any obligations under this by-law;

(f) Indemnity

The Owner must keep the Owners Corporation indemnified against:

- (i) any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the Works, or the use or maintenance of the Air Conditioner; and
- (ii) any liability for damage to the Air Conditioner caused by the Owners Corporation in undertaking any work referred to in s 122 of the Management Act or in exercising the power of entry conferred by that section; and

(g) By-law breach

Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any condition referred to herein then the Owners Corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the Lot for that purpose at any reasonable time on notice given to any Owner or Occupier of any part of the Lot and may recover the costs of fulfilling such condition as a debt from the Owner.

29 Changes to Floor Coverings and Surfaces (Amended)

- 29.1 An Owner of a Lot may install hard flooring to the Lot, as defined in this By-Law, without the written consent of the Owners' Corporation. However, the Owner must provide the following information in writing to the Owner's Corporation at least 1 week prior to the commencement of any works:

- (a) a description of the proposed product;

- (b) the name of the supplier;
- (c) evidence that adequate insulation will be provided to prevent the transmission from the floor space of noise or sounds likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot; and
- (d) evidence of compliance with the then current National Construction Code.
- (e) This clause is to be read in conjunction with clause 5.1 (d) of the by-laws.

29.2 The works under this By Law shall be subject to the following conditions:

- (a) all costs associated with the installation and future maintenance of the hard flooring to be the responsibility of the Owner of the Lot concerned;
- (b) the Owner of the Lot must indemnify the Owners' Corporation against any liability or expense incurred by the Owners' Corporation arising out of or incidental to the installation and/or maintenance of the hard flooring;
- (c) the Owner of a Lot must make good any Common Property damaged in the course of, or by reason of, the installation and/or maintenance of the hard flooring;
- (d) The Owner of a Lot must ensure that the installation and/or maintenance of the hard flooring is undertaken in a proper and tradesman-like manner in accordance with the then current Building Code of Australia, any legislation, and any applicable manufacturer's specifications and/or standards; and
- (e) an independent expert certification that the installation works have been carried out in accordance with the then current Building Code of Australia must be obtained at the cost of the Owner of the Lot concerned and a copy of such certification must be provided to the Owners' Corporation within 21 days of the completion of the installation works.

30 Recreational Activities

30.1 An Owner or Occupier must:

- (a) not use the Recreational Facilities and their surrounds between the hours of 9.00 pm and 7.00 am;
- (b) ensure that any person authorised by the Owner or Occupier does not use the Recreational Facilities or their surrounds unless that Owner or Occupier or another Owner or Occupier accompanies them;

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

31 Common Property Rights By-Law for Lot 12 and Lot 13

- 31.1 The registered proprietor of Lot 12 and Lot 13 in the Strata Scheme, its respective successors, transferees or assignees have the exclusive use of the common property area marked "Exclusive Use (Common Property) (EU)" as shown on sheet 11 of 14 of the Strata Plan (the "Exclusive Use Area").
- 31.2 The registered proprietor of Lot 12 and Lot 13 in the Strata Scheme, its respective successors, transferees, assignees or authorised users shall have the full, free and unimpeded right to use the Exclusive Use Area as a right of carriageway way to travel, access, go, pass and repass at all times over and through the area;
- 31.3 Other Owners in the Strata Scheme must not interfere with the right of the registered proprietors of Lot 12 and Lot 13 under by law 31.1.
- 31.4 In exercising the exclusive use rights, the registered proprietor of Lot 12 and Lot 13 in the Strata Scheme, its respective successors, transferees or assignees must:
 - (a) cause as little inconvenience as is practicable to other Owners and Occupiers of the Strata Scheme;
 - (b) not cause any damage to the Exclusive Use Area;
 - (c) make good any damage to the Exclusive Use Area;
 - (d) must not leave any waste or other materials within the Exclusive Use Area;

- (e) ensure that the Exclusive Use Area is kept clean, tidy and free of vermin or pest;
 - (f) not obstruct or otherwise interfere with the mechanical ventilation and any fire services located in the exclusive use area;
 - (g) not, except with the prior written approval of the owners corporation, use or store in any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material in the exclusive use area; and
 - (h) not unreasonably restrict access to the exclusive use area if required by the owners corporation for the purpose of carrying out maintenance in the vicinity, including cleaners or workers employed by the Owners Corporation or on behalf of the Owners Corporation.
- 31.5 The registered proprietor of Lot 12 and Lot 13 must be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area or relevant part of it.

Additional By-Laws

Special By-Law No. 1 Use of Electric Vehicle Charging Stations (Added)

(a) Permitted Use and Behaviour

- (i) An owner or occupier of a lot (or their visitors) may use the Electric Vehicle Charging Station for the purpose of charging compatible electric vehicles only.
- (ii) An owner or occupier of a lot (or their visitors) who uses the Electric Vehicle Charging Station must:
 - (A) ensure that the electric vehicle concerned is compatible with the Electric Vehicle Charging Station prior to commencing such use;
 - (B) do so strictly in accordance with any applicable law, the requirements of any Authority, any restrictions or rules imposed by the owners corporation under this by-law from time to time, and any applicable manufacturer's specifications or instructions;
 - (C) take reasonable care when using the Electric Vehicle Charging Station to avoid risks of injury, death, or damage to property in connection with such use;
 - (D) not cause any damage to or the malfunctioning of the Electric Vehicle Charging Station;
 - (E) only use the Electric Vehicle Charging Station for as long as is reasonably necessary to charge a compatible electric vehicle; and
 - (F) ensure that the compatible electric vehicle, when connected to the Electric Vehicle Charging Station, is stationary and does not unreasonably obstruct the passage of any person or other vehicle on or through common property.

- (iii) The owners corporation may, by notice in writing given to lot owners or occupiers, impose restrictions or rules, not inconsistent with the terms of this by-law (or the requirements of any applicable law or the requirements of any Authority), on the use of the Electric Vehicle Charging Station as it sees fit from time to time.

(b) Indemnity

- (i) An owner or occupier of a lot (or their visitors) who uses the Electric Vehicle Charging Station must indemnify the Owners Corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability incurred by or brought against the Owners Corporation caused by that owner or occupier's breach of this by-law.
- (ii) The indemnity in sub-clause (b) (i) will not apply to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the Owners Corporation or of its agents, employees or contractors.

(c) Interpretation

Unless the context otherwise requires:

- (i) The terms of this by-law are to be read and interpreted in accordance with the Interpretation Act 1987 as if this by-law was an "instrument" within the meaning of that Act.
- (ii) Terms used in this by-law that are defined in the Management Act have the same meaning.
- (iii) A reference in this by-law to legislation includes a reference to:
 - (A) all regulations, rules or statutory instruments made under or for the purposes of that legislation from time to time;
 - (B) that legislation as it may be amended from time to time; and
 - (C) any legislation which substantially replaces or re-enacts that legislation.

(d) Definitions

Unless the context otherwise requires, in this by-law:

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Electric Vehicle Charging Station means a common property electric vehicle charging station outlet, including all cabling, services or other connecting hardware, including local isolation switch, cabling and circuit breaker, connecting the charging station (as applicable); and

Management Act means the Strata Schemes Management Act 2015

EXECUTION PAGE:



The seal of The Owners - Strata Plan No. 96425 was affixed on 12 July 2023
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: Pamela Littlejohn

Name(s): PAMELA LITTLEJOHN

Authority: STRATA MANAGER

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. 96425 was affixed on 12 July 2023
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: Pamela Littlejohn Name: PAMELA LITTLEJOHN Authority: STRATA MANAGER

Signature: Robert Littlejohn Name: ROBERT LITTLEJOHN Authority: STRATA MANAGER

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
CP/SP96425

(B) **LODGED BY**

Document
Collection
Box

Name

Company JS Mueller & Co.

Address Level 1, 240 Princes Highway
ARNCLIFFE NSW 2205

E-mail jsmreception@muellers.com.au Contact Number 9562 1266

Customer Account Number

Reference ASM:42505

CODE

CH

- (C) The Owner-Strata Plan No. 96425 certify that a special resolution was passed on 26/4/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. Not Applicable
- Added by-law No. Special By-Law No. 1
- Amended by-law No. 1, 5, 8, 12, 14, 17, 25 and 29
- as fully set out below :

See Annexure "A" hereto

- (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. 96425 was affixed on 12 July 2023 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 :

Authority :

Signature :

Name :

Authority :





PLANNING CERTIFICATE UNDER SECTION 10.7(2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **135090**
Reference: 19729:279555
Issue Date: 17 April 2025
Receipt No: 7804734
Fee Paid: \$ 67.00

ADDRESS: 73/40 Applegum Crescent, NORTH KELLYVILLE NSW 2155
DESCRIPTION: Lot 73 SP 96425

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.

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 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.

08A-08D - KELLYVILLE/ROUSE HILL THE HILLS SECTION 7.12

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—

(a) the name of the region, and

The Greater Sydney Region

(b) the name of the Ministerial planning order in which the region is identified.

Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

NO

(4) In this section— **continued 7.23 determination** means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

Note— The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code 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

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct) or (Appendix 10 The Hills Growth Centre Precincts Plan) – [In force legislation - NSW legislation](#)

5 Exempt development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

- (a) a restriction applies to the land, but it may not apply to all of the land, and
- (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Exempt development may be carried out on the land. Please refer to [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#) for relevant requirements and development standards for specified development.

6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

- (a) an affected building notice is in force in relation to the land,

NO

- (b) a building product rectification order is in force in relation to the land that has not been fully complied with,

NO

- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

(2) In this section—

affected building notice has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy?

NO

Any proposed State Environmental Planning Policy?

NO

8 Road widening and road realignment

Whether the land is affected by road widening or road realignment under—

(a) the [Roads Act 1993](#), Part 3, Division 2, or

NO

(b) an environmental planning instrument, or

NO

(c) a resolution of the council.

NO

9 Flood related development controls

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

NO

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

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

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.

YES

The land is identified on Council's certified Bush Fire Prone Land map as being partly or wholly bush fire prone land. For details refer to the Bush Fire Prone Land map that can be viewed on Council's website at www.thehills.nsw.gov.au

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 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.

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.

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			
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
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	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
Private Mains		Scour	
Potable Water Main		Reducer / Taper	
Recycled Water Main		Vertical Bends	
Sewer Main		Reservoir	
Symbols for Private Mains shown grey		Recycled Water is shown as per Potable above. Colour as indicated	

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

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

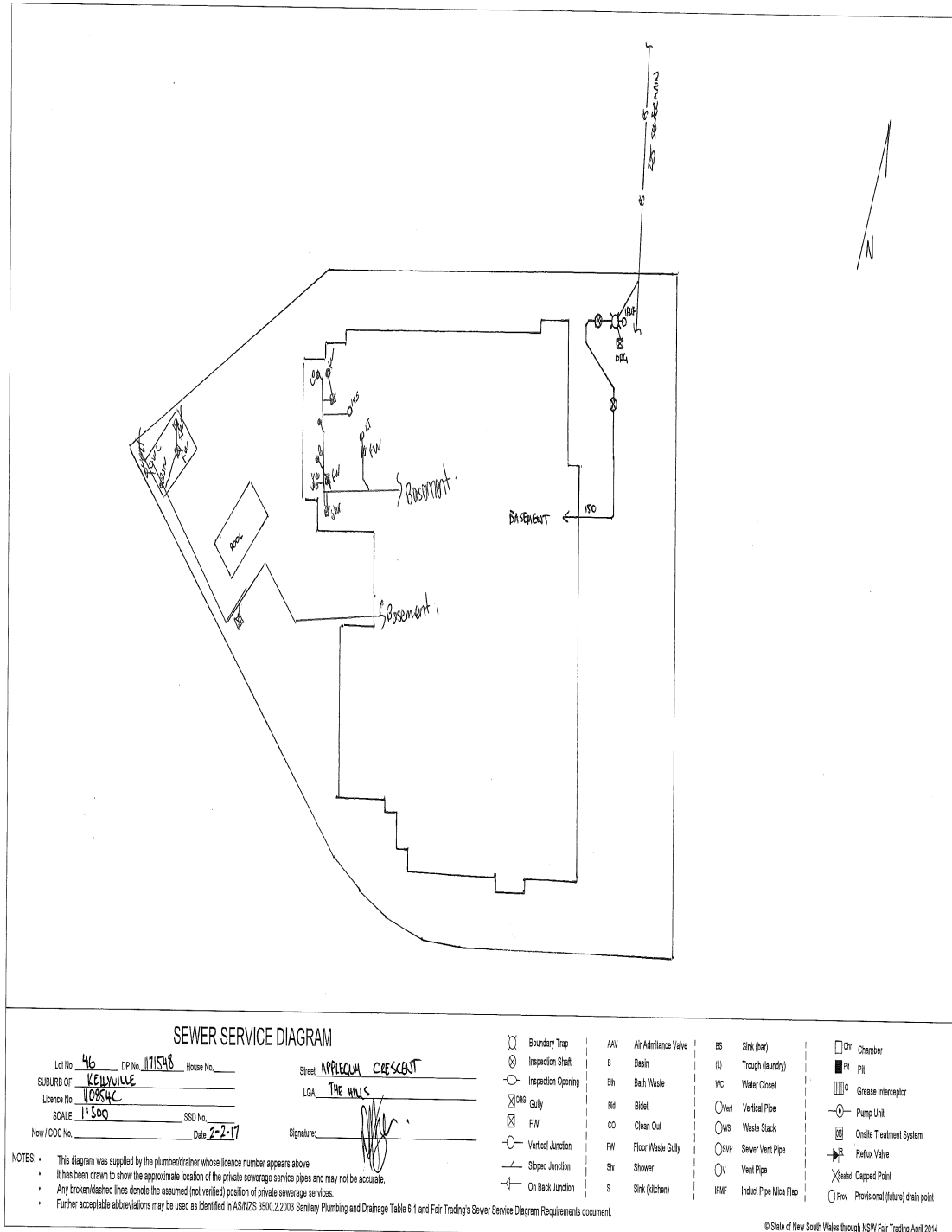
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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Sewer Service Diagram

Application Number: 8004240580



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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.