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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Cass Property Suite 5, 151 Peats Ferry Rd, Hornsby, NSW 2077	**phone**: 9099-5336
co-agent		
vendor	LUIZ EDUARDO LOTFI CAVALIERI AND JUNGHEE YOON 301/1A MILLS AVE ASQUITH NSW 2077	
vendor's solicitor	Alan Law & Co Pty Ltd Suite 308, 180-186 Burwood Rd Burwood NSW 2134	**phone**: 0426866128 **email**: alanlawco@gmail.com **ref**: SP-260224-3188
date for completion	56 days after the contract date (subject to clause 50)	(clause 15)
land (address, plan details and title reference)	301/1A MILLS AVE ASQUITH NSW 2077 LOT 22 STRATA PLAN SP99501 Folio Identifier 22/SP99501	
	☐ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☒ carspace ☒ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning	☐ clothes line	☐ fixed floor coverings	☐ range hood
	☒ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☐ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			

exclusions	Dryer
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

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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 _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ 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 _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☐ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☐ NO	☐ yes

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location 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 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract 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

Other

- ☐ 60

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

Jamesons & Associates Unit Services Pty Ltd

PO Box 547, Surry Hills, NSW 2010 Tel: 8969-3300

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

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

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

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

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

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

3.01 301/1A MILLS AVE ASQUITH NSW 2077

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Cooling off period (purchaser's rights)

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

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

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

3 **There is NO COOLING OFF PERIOD—**

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

3.01.501/1A WILLS AVE SOUTH NSW 2077

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WARNINGS

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

APA Group	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

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

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

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

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

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

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. 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.

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do 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.

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13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

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.

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

● Notices, certificates and inspections

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

● Meetings of the owners corporation

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

24 Tenancies

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

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do 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.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do 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.

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

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

30 Manual transaction

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

● Transfer

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

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

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

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

● Place for completion

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

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

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

● Payments on completion

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

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

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

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

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

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32 Residential off the plan contract

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

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

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

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

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

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Cooling-Off Certificate

I, _____

of _____

in the state of New South Wales, Solicitor/Barrister/Licensed Conveyancer certify as follows:-

(a) I am a Solicitor/Barrister/Licensed Conveyancer currently admitted to practice in New South Wales.

(b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to contract for the sale of property known as
as vendor to
_____
as purchaser in order that there is no cooling-off period in relation to that contract.

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

(d) I have explained to _____
the purchaser/an officer of the purchaser corporation or a person involved in the management of its affairs:

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

(ii) The nature of this certificate;

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

Dated:

Signed: _____

Conditions of Sale by Auction

The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

1. A prospective bidder must register with the vendor's agent before the auction and display the identifying number when making a bid. Proof of identity (Australian Passport or Australian Driver's Licence or other prescribed form of identity) will be required before a prospective bidder may register or bid on behalf of another person.
2. A bidder is taken to be a principle unless, before bidding, the bidder has given the auctioneer a copy of a written authority to bid for or on behalf of another person.
3. 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.
4. When making a bid on behalf of the vendor or accepting a bid made by or on behalf of the vendor, the auctioneer must clearly state that the bid was made by or on behalf of the vendor or auctioneer.
5. A bid cannot be made or accepted after the fall of the hammer.
6. The auctioneer may refuse to accept any bid which, in the auctioneer's opinion, is not in the best interest of the vendor.
7. The highest bidder is the purchaser, subject to any reserve price.
8. If a bid is disputed, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
9. As soon as practicable after the fall of the hammer, the purchaser must sign this contract.

Additional Conditions

33 Amendments to Standard Clauses

The following Law Society Standard Clauses on pages **8 – 21** of this contract are amended as follows:

33.1 Clause 1 is amended as to the definition of ***settlement cheque*** by the deletion of all words following the word "**bank**" on line 2 of that definition;
33.2 Clause 7.1.1 is amended by replacing "**5%**" with "**1%**";
33.3 Clause 8.1.1 is amended by the deletion of the words "**, on reasonable grounds ,**";
33.4 Clause 8.1.2 is amended by the deletion of the words "**and those grounds,**";
33.5 Clause 14.4.2 is replaced with "**by adjusting the amount of land tax payable in respect of the property, calculated on a multiple holding basis and at the premium tax marginal rate.**";
33.6 Clause 23.6.1 is amended by replacing "**even if it is payable by instalments**" with "**but only for the payments/instalments which fall due on or before the date for completion of this contact**";
33.7 Clause 23.13 is amended by replacing "**vendor**" with "**purchaser**";
33.8 At the end of Clause 23.13, add "**The Vendor hereby gives the authority to the Purchaser or the Purchaser's solicitor to obtain the s184/s26 Certificate (at the purchaser's cost) from the Strata or Community Association Manager.**";
33.9 Delete Clause 23.14;
33.10 Delete Clause 29.

34 Time for Completion and Notice to Complete

34.1 If the completion of this Contract does not take place on or before the Completion Date, then the party who is ready, willing and able to complete shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete requiring completion to take place within fourteen (14) days from the date of service of such Notice;
34.2 In the event that completion does not take place by the Completion Date, through no fault of the Vendor, the Purchaser shall pay interest on the balance of purchase monies to the Vendor on completion at the rate of **10% per annum** from and including the Completion Date up to and including the date of completion;
34.3 The parties acknowledge that such interest is a genuine pre-estimate of the damage which the Vendor may suffer by delay in completion. In addition, the Purchaser shall pay the sum of **$350.00** (inc GST) to cover legal costs and expenses incurred by the Vendor as a consequence of the delay, as a genuine pre estimate of these additional expenses, to be allowed by the Purchaser as an additional adjustment on completion;
34.4 The Purchaser also agrees to pay $165.00 (inc GST) for each

cancellation requested by the Purchaser after appropriate settlement arrangements have been made;

34.5 In the event that the Vendor is also purchasing another property and 2 settlements take place simultaneously, if the settlement is delayed due to the Purchaser's fault, the Purchaser also agrees to pay the vendor all costs and fees involved to reschedule the 2 settlements.

35 Present Condition and State of Repair

35.1 The property and any furnishings or chattels referred to in this contract are sold in its present conditions and state of repair and accepted by the Purchaser subject to all defects (either latent or patent), infestation, dilapidation, any mechanical breakdown, any damage and fair wear and tear pending completion. The Purchaser shall not make any claim or requisition, delay completion, rescind or terminate this contract in respect of the following:

i. the state of repair or condition, dilapidation or infestation of the property, any latent or patent defects in the property; and
ii. the state of repair or condition of any inclusions referred to in this contract; and
iii. the state of repair or condition of any service to and on the property; and
iv. any encroachment, boundary or fence issues;

35.2 The Vendor will only provide the keys of the property that are in their possession to the Purchaser;

35.3 The Vendor is not required to:

i. remove any nails or brackets, fix any holes or repaint after removing any TVs or paintings or pictures on the wall;
ii. cut the grass or maintain the lawn after contract exchange;

35.4 The Purchaser acknowledges that the Purchaser buys the property relying on their own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor and in particular as to any purpose for which the property may be used.

36 Incapacity

36.1 Should, prior to completion, either party die or become mentally ill, then the other party may by notice in writing rescind this Contract, the provisions of Clause 19 shall apply;

36.2 Should either party, prior to completion, be declared bankrupt or enter into any scheme or make any arrangement for the benefit of creditors or have a petition for the winding up of the other party presented or enter into any scheme of arrangement under Part 5.1 or Part 5.3A of the Corporation Law or should any liquidator, receiver or official manager be appointed in respect of the other party, that party shall be

deemed to be in default hereunder.

37 Agent Warranty

The Purchaser warrants to the Vendor that they were not introduced to the property by any agent other than the agent referred on the first page of this Contract. In the event that the Purchaser is in breach of such warranty, the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred on this first page of this Contract) arising out of this sale;

This clause shall not merge on completion.

38 Purchaser's default with less than 10% deposit paid:

If the Vendor agrees with a deposit to be paid which is less than 10% of the purchase price then the words "the parties equally" in clause 2.9 is to be replaced with 'the Vendor only''.

In the event that:

38.1 The Purchaser defaults in the observance or any obligations hereunder which is or the performance of which has become essential; and
38.2 The Purchaser has paid a deposit less than **ten per cent (10%)** of the purchase price; and
38.3 The Vendor has terminated this contract then the Vendor shall be entitled to recovery from the purchaser for an amount equal to ten per cent (10%) of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of law or equity to the contrary;

This clause shall not merge on completion.

39. Deposit Bond

39.1 In this agreement the word "Bond" means Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by the bond issuer ("the Guarantor");
39.2 The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque upon completion of this agreement;
39.3 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Guarantor under the bond, the Purchaser shall forthwith pay the Deposit (or so much of it as has not been paid) to the person nominated in this agreement to hold the deposit;
39.4 The Vendor acknowledges that payment by the Guarantor under the bond shall, to the extent of the amount paid, be in satisfaction of the

Purchaser's obligation to pay the 10% deposit under paragraph **39.2** above.

40. **Purchaser's Requisitions on Title**

The parties agree that the Vendor's obligation to answer any requisitions under Clause 5 of the standard printed contract shall **only** be in the format of the standard **Form 825** (Requisitions on Title by Australian Law Stationers Pty Ltd) for a residential property and the standard **Form 800** for Strata property (Requisitions on Title by Australian Law Stationers Pty Ltd).

41. **Release of Deposit**

The parties agree that, without further authority being given by the Purchaser or their solicitor, the Purchaser authorizes the deposit holder to pay all or part of the deposit herein, if required, to the Vendor's solicitor or as they may direct to be applied as a deposit or balance payable or stamp duty by the Vendor for their purchase of another property.

42. **Existing Tenancies**

If the property is sold subject to any tenancy, the Vendor does not warrant that the tenant will continue to remain in the property on or after completion. If the lease has expired and the Purchaser requires vacant possession at settlement, the Purchaser must advise the Vendor in writing, within 3 days after the contract exchange date; if the Purchaser does not serve written notice to the Vendor in accordance with this cause, the Purchaser must accept the tenancy on settlement.

43. **Swimming Pool**

If there is swimming pool in the property, the Purchaser acknowledge that it might not fully comply with the Swimming Pool Acts 1992 (as amended), and the Purchaser will not raise any claim, objection or requisition in relation to such non compliance nor be entitled to rescind or terminate the contract, the Purchaser agrees to accept the property and the swimming pool in its present condition.

44. **Adjustments**

The parties agree to adjust all usual outgoings and amounts under the contract including the unpaid balance of the purchase price on completion. However, if any amount is incorrectly calculated, overlooked or an error is made in such calculation resulting in incorrect adjustment figures, then the parties agree to correct such error by paying or reimbursing each other accordingly after the settlement.

This clause shall not merge on completion.

45. Sewer Diagram

The Purchaser shall not make any objection, requisition or claim for compensation in relation to any sewer, drains, pipes, cables, wires or other installations on or pass through or over the property other than as disclosed in the contract.

46. Settlement Date

Unless otherwise agreed by both parties, if the settlement date falls between 24th December of the current year and 10th January of the following year (both dates inclusive), then the settlement date is to be adjusted to 12th January of the following year.

47. GST

47.1 In this clause, "GST" refers to Goods and Services Tax under A New Tax System (Goods and Services Tax Act 1999 "GST Act") and the terms used to have the meanings as defined in the GST Act;
47.2 The Vendor warrants that the property is being used as a residential premises under the GST Act;
47.3 The Purchaser agrees to use the property predominantly for residential accommodation on and after the completion of this sale;
47.4 In the event that the Vendor becomes liable for GST due to the Purchaser's failure to comply with clause **47.3**, the Purchaser agrees to pay to the Vendor, within fourteen (14) days after the Vendor's liability for GST on this sale is confirmed by the correspondence or an assessment from the Commissioner, the amount of the GST including any additional penalty and interest, and the Vendor shall deliver to the Purchaser a tax invoice in a form which complies with the GST Act and regulations.

This clause does not merge on completion.

48. Foreign Investment Review Board ("FIRB") clause

In respect to the Foreign Acquisitions and Takeovers Act 1975 ("The Act"), the Purchaser warrants to the Vendor that:

- the Purchaser can purchase the property under FIRB legislation and regulations; and
- the Purchaser acknowledges that the Vendor relies on the Purchaser's warranty;
- the Purchaser indemnifies and will continue to indemnify the Vendor against any claim, loss, damage, liability, penalty or legal costs suffered or incurred by the Vendor due to any breach of the Purchaser's warranty;

This clause is an essential term of this contract. This clause does not merge on completion.

49. Extension of cooling off period or request for early settlement by Purchaser

The Purchaser agrees to pay $165.00 (inc GST) of the Vendor's legal cost in the following event(s):

- for each request from the Purchaser to extend the cooling off period;
- if the Purchaser requests to change the settlement date after the settlement has been scheduled and booked in accordance with the contract;

and the above amount is to be included in the settlement figures.

50. Rent-Back by Vendor

50.1 The parties agree that the Vendor may remain in and rent back the property at $700.00 per week from the completion date for up to 6 weeks;

50.2 The Vendor may vacate the property at any time by serving a 14 days prior notice to the Purchaser;

51. Guarantee

If the Purchaser is a company, it is an essential clause of the contract that the director of the Purchaser's company (the Guarantor) guarantees to the Vendor the due and punctual performance and observance of its obligations under the contract. The Guarantor shall indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of its obligations.

This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor. Any rescission or termination shall not waive the obligation arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor.

Signed, sealed and delivered by the guarantor in presence of

_____	_____
Signature of witness	Signature of Guarantor
_____	_____
Name and Address of witness	Name of Guarantor

Form 800 **STRATA TITLE**

From .....*Purchasers Solicitor*

To .....*Vendors Solicitor*

Date:.....

REQUISITIONS ON TITLE

2008 EDITION

RE:..... Purchase From.....

Property .....

In these Requisitions:-

(a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
(b) "the Act" means the Strata Schemes Management Act 1996.
(c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
(d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
(e) "parcel" means land, improvements and fixtures.
(f) "land" means the land only.
(g) "improvements" means improvements and fixtures.
(h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	
5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	
7. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable forms to remove them, properly executed, must be tendered at completion.	
8. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	

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REQUISITIONS	RESPONSE
9. If the sale of the property is subject to an existing tenancy:- (a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) Has there been any breach of the lease in which case such breach must be remedied before completion. (c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) The lease (stamped) and, if necessary, registered should he handed over to the Purchaser on completion. (e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion. (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.	
10. If the lot is sold "off-the-plan":- (a) The Vendor must provide the Purchaser before completion with:- (i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004? (d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act? (e) The Vendor must comply with Clause 28 before completion.	
11. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt. (b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.	
12. If the Transfer will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Please provide written evidence of its non-revocation.	
13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?	
14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6	
15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bush-fire-prone land? if so, please give full details.	

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REQUISITIONS	RESPONSE
16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	
17. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	
18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	
19. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	
20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	
21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	
22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	
23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	
24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	
25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	
26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	
27. If a Swimming Pool is included in the parcel:- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	
28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	

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REQUISITIONS	RESPONSE
29. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.	
30. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.	
31. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?	
32. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.	
33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.	
34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.	
35. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.	
36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.	
37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee.	
38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.	
39. The Vendor must provide at settlement a direction in accordance with Clause 20.5.	

DISCLAIMER
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.....
Solicitor for Vendor

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Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 22/SP99501

SEARCH DATE	TIME	EDITION NO	DATE
24/2/2026	5:11 PM	5	19/8/2025

LAND

LOT 22 IN STRATA PLAN 99501
AT ASQUITH
LOCAL GOVERNMENT AREA HORNSBY

FIRST SCHEDULE

LUIZ EDUARDO LOTFI CAVALIERI
JUNGHEE YOON
AS JOINT TENANTS (T AT333270)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP99501
2 AV343786 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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

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Received: 24/02/2026 17:11:46

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Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP99501

SEARCH DATE	TIME	EDITION NO	DATE
24/2/2026	5:11 PM	5	31/3/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 99501 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ASQUITH
LOCAL GOVERNMENT AREA HORNSBY
PARISH OF SOUTH COLAH COUNTY OF CUMBERLAND
TITLE DIAGRAM SP99501

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 99501
ADDRESS FOR SERVICE OF DOCUMENTS:
THE OWNERS -STRATA PLAN 99501
C/-STRATA CHOICE
LOCKED BAG 1919
ST LEONARDS NSW 1590

SECOND SCHEDULE (13 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 D991627 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
3 AK6772 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART DESIGNATED (A) IN PLAN WITH AK6772
4 AK6773 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART DESIGNATED (A) IN PLAN WITH AK6773
5 AK938966 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE SITE DESIGNATED (A) IN PLAN WITH AK938966
6 AM314808 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE SITE DESIGNATED (A) IN PLAN WITH AM314808
7 AM465375 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE SITE DESIGNATED (A) IN PLAN WITH AM465375
8 AM614093 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP99501 PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE SITE DESIGNATED (A) IN PLAN WITH AM614093

9 AP272132 POSITIVE COVENANT

10 AP272133 RESTRICTION(S) ON THE USE OF LAND

11 AP272134 EASEMENT FOR GARBAGE COLLECTION AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

12 AP744512 INITIAL PERIOD EXPIRED

13 AS967439 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 99501

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	35	2	27	3	27	4	28
5	27	6	27	7	34	8	28
9	35	10	32	11	32	12	32
13	37	14	33	15	33	16	33
17	33	18	32	19	37	20	33
21	33	22	33	23	33	24	32
25	38	26	33	27	33	28	35
29	27	30	33	31	35		

NOTATIONS

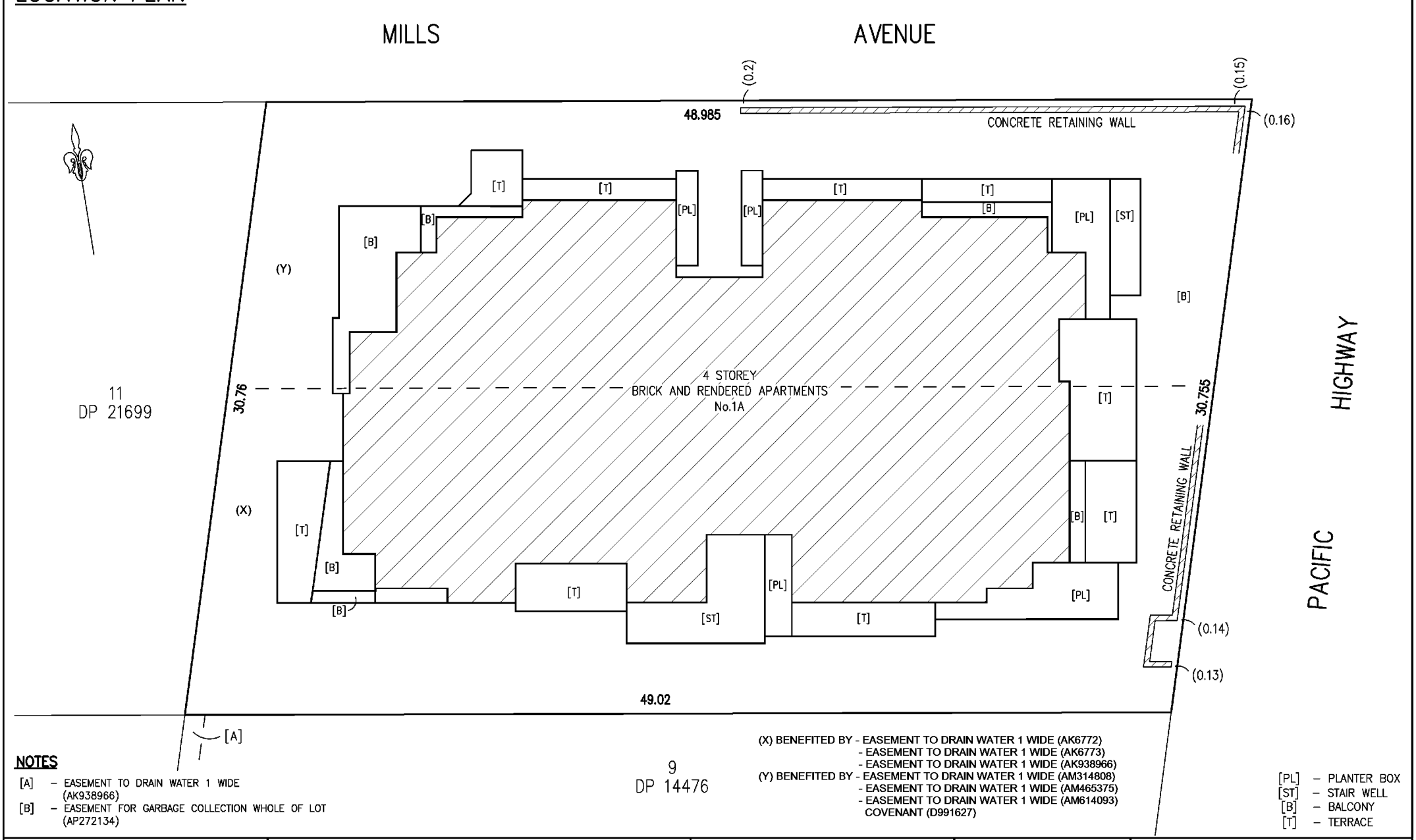
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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LOCATION PLAN



NOTES

[A] – EASEMENT TO DRAIN WATER 1 WIDE (AK938966)
[B] – EASEMENT FOR GARBAGE COLLECTION WHOLE OF LOT (AP272134)

(X) BENEFITED BY - EASEMENT TO DRAIN WATER 1 WIDE (AK6772)
- EASEMENT TO DRAIN WATER 1 WIDE (AK6773)
- EASEMENT TO DRAIN WATER 1 WIDE (AK938966)
(Y) BENEFITED BY - EASEMENT TO DRAIN WATER 1 WIDE (AM314808)
- EASEMENT TO DRAIN WATER 1 WIDE (AM465375)
- EASEMENT TO DRAIN WATER 1 WIDE (AM614093)
COVENANT (D991627)

[PL] – PLANTER BOX
[ST] – STAIR WELL
[B] – BALCONY
[T] – TERRACE

SURVEYOR	PLAN OF SUBDIVISION	LGA: HORNSBY	REGISTERED	SP99501
Name: William Hamer	OF LOT 101 DP1239194	Locality: ASQUITH	26/06/2019	
Date: 20/5/2019		Reduction Ratio 1:175		
Reference: 172002–4		Lengths are in metres.		

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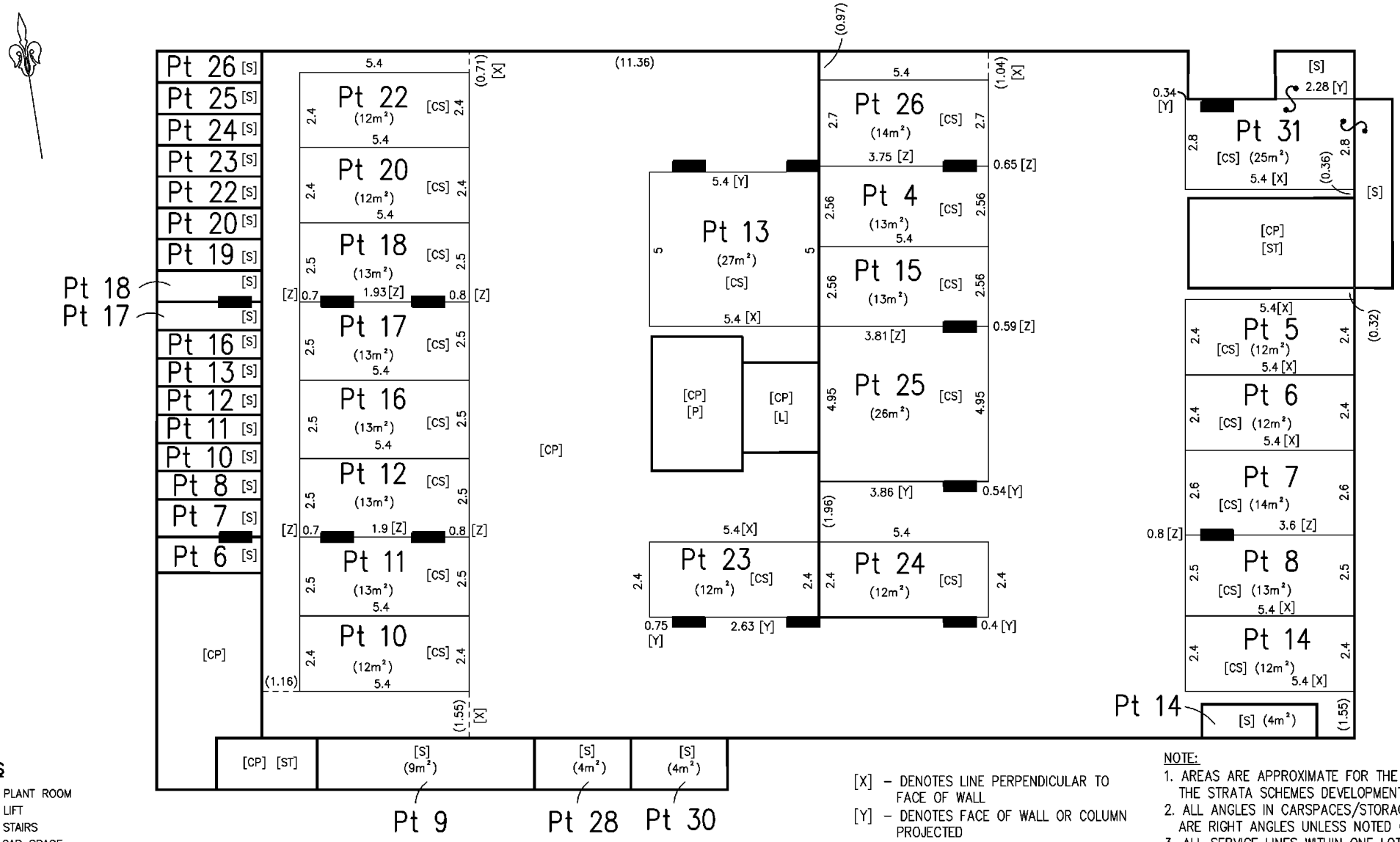
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BASEMENT – 2

DENOTES UNIT BOUNDARY IS THE FACE OF COLUMN

DENOTES UNIT BOUNDARY IS THROUGH THE CENTERLINE OF A COLUMN



NOTES

[P] – PLANT ROOM
[L] – LIFT
[ST] – STAIRS
[CS] – CAR SPACE
[S] – STORAGE CAGE
[CP] – COMMON PROPERTY

NOTE:
ALL STORAGE CAGES 3m² UNLESS OTHERWISE NOTED

[X] – DENOTES LINE PERPENDICULAR TO FACE OF WALL
[Y] – DENOTES FACE OF WALL OR COLUMN PROJECTED
[Z] – DENOTES CENTER LINE OF WALL OR COLUMN PROJECTED

NOTE:
1. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.
2. ALL ANGLES IN CARSPACES/STORAGE AREAS ARE RIGHT ANGLES UNLESS NOTED OTHERWISE.
3. ALL SERVICE LINES WITHIN ONE LOT AND SERVICING ANOTHER OR SERVICING COMMON PROPERTY ARE COMMON PROPERTY

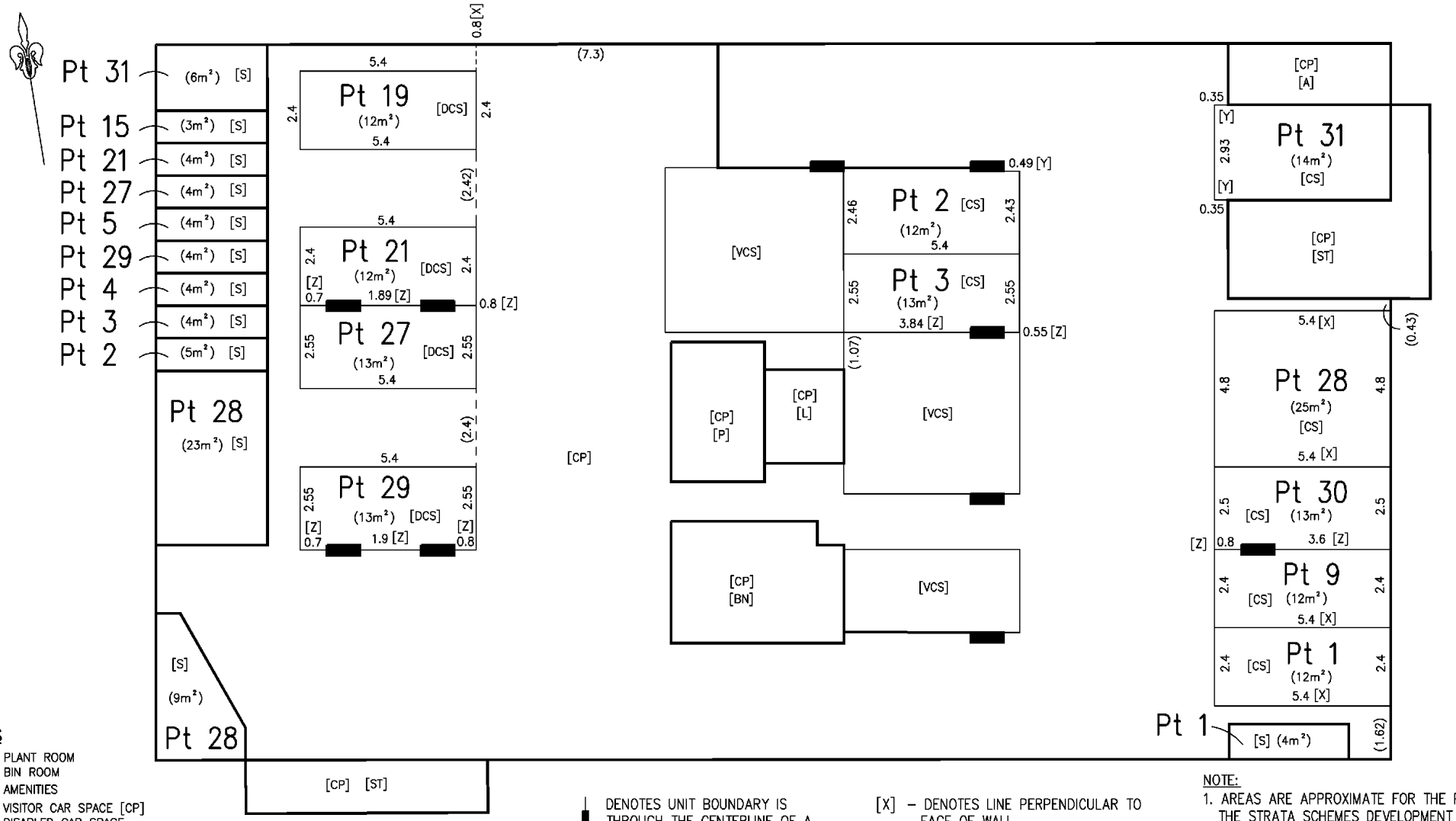
SURVEYOR	PLAN OF SUBDIVISION	LGA: HORNSBY	REGISTERED	SP99501
Name: William Hamer	OF LOT 101 DP1239194	Locality: ASQUITH	26/06/2019	
Date: 20/5/2019		Reduction Ratio 1:125		
Reference: 172002–4		Lengths are in metres.		

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BASEMENT – 1



NOTES

[P] – PLANT ROOM
[BN] – BIN ROOM
[A] – AMENITIES
[VCS] – VISITOR CAR SPACE [CP]
[DCS] – DISABLED CAR SPACE
[S] – STORAGE CAGE
[L] – LIFT
[CS] – CAR SPACE
[ST] – STAIRS
[CP] – COMMON PROPERTY

DENOTES UNIT BOUNDARY IS THROUGH THE CENTERLINE OF A COLUMN

DENOTES UNIT BOUNDARY IS THE FACE OF COLUMN

[X] – DENOTES LINE PERPENDICULAR TO FACE OF WALL
[Y] – DENOTES FACE OF WALL OR COLUMN PROJECTED
[Z] – DENOTES CENTER LINE OF WALL OR COLUMN PROJECTED

NOTE:
1. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.
2. ALL ANGLES IN CARSPACES/STORAGE AREAS ARE RIGHT ANGLES UNLESS NOTED OTHERWISE.
3. ALL SERVICE LINES WITHIN ONE LOT AND SERVICING ANOTHER OR SERVICING COMMON PROPERTY ARE COMMON PROPERTY

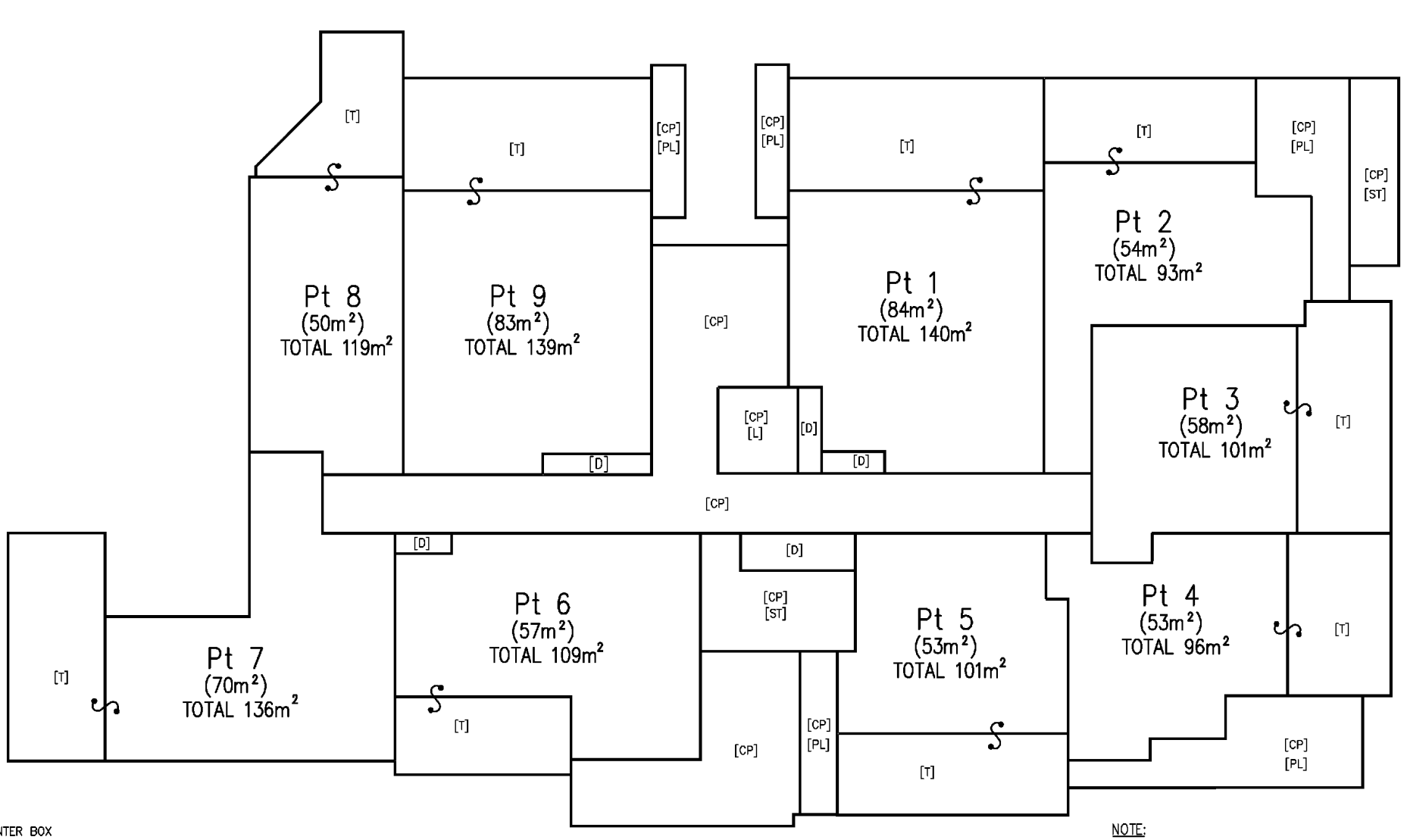
SURVEYOR	PLAN OF SUBDIVISION	LGA: HORNSBY	REGISTERED	SP99501
Name: William Hamer	OF LOT 101 DP1239194	Locality: ASQUITH	26/06/2019	
Date: 20/5/2019		Reduction Ratio 1:125		
Reference: 172002–4		Lengths are in metres.		

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SP99501

GROUND



NOTES

[PL] – PLANTER BOX
[ST] – STAIR WELL
[L] – LIFT
[T] – TERRACE
[D] – DUCT [CP]
[CP] – COMMON PROPERTY

NOTE:
1. THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT TO 3m ABOVE THE UPPER TILED SURFACE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT
2. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

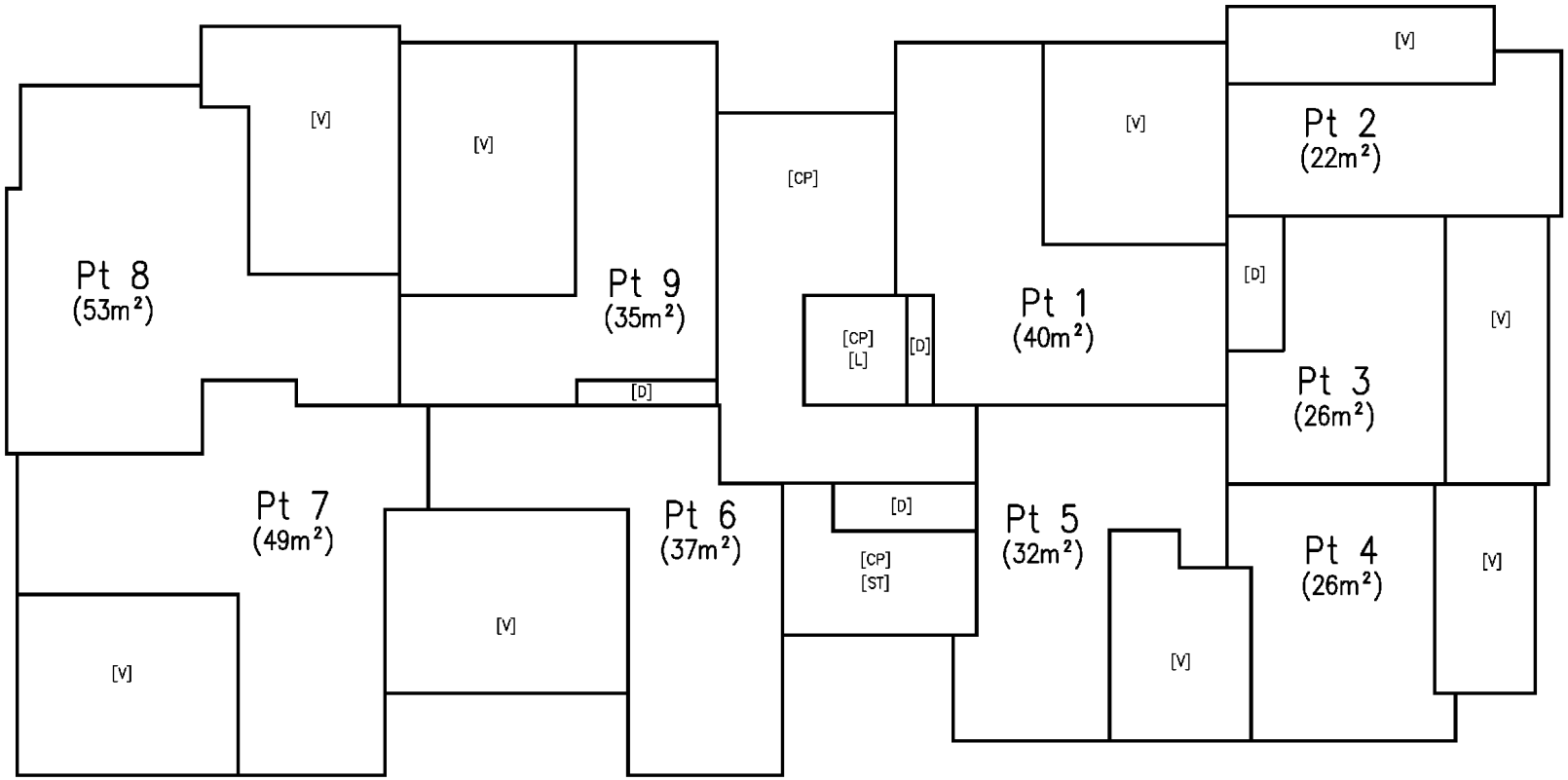
SURVEYOR	PLAN OF SUBDIVISION	LGA: HORNSBY	REGISTERED	SP99501
Name: William Hamer	OF LOT 101 DP1239194	Locality: ASQUITH	26/06/2019	
Date: 20/5/2019		Reduction Ratio 1:125		
Reference: 172002–4		Lengths are in metres.		

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GROUND FLOOR
MEZZANINE



NOTES

[V] – VOID
[ST] – STAIR WELL
[L] – LIFT
[D] – DUCT [CP]
[CP] – COMMON PROPERTY

NOTE:

1. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

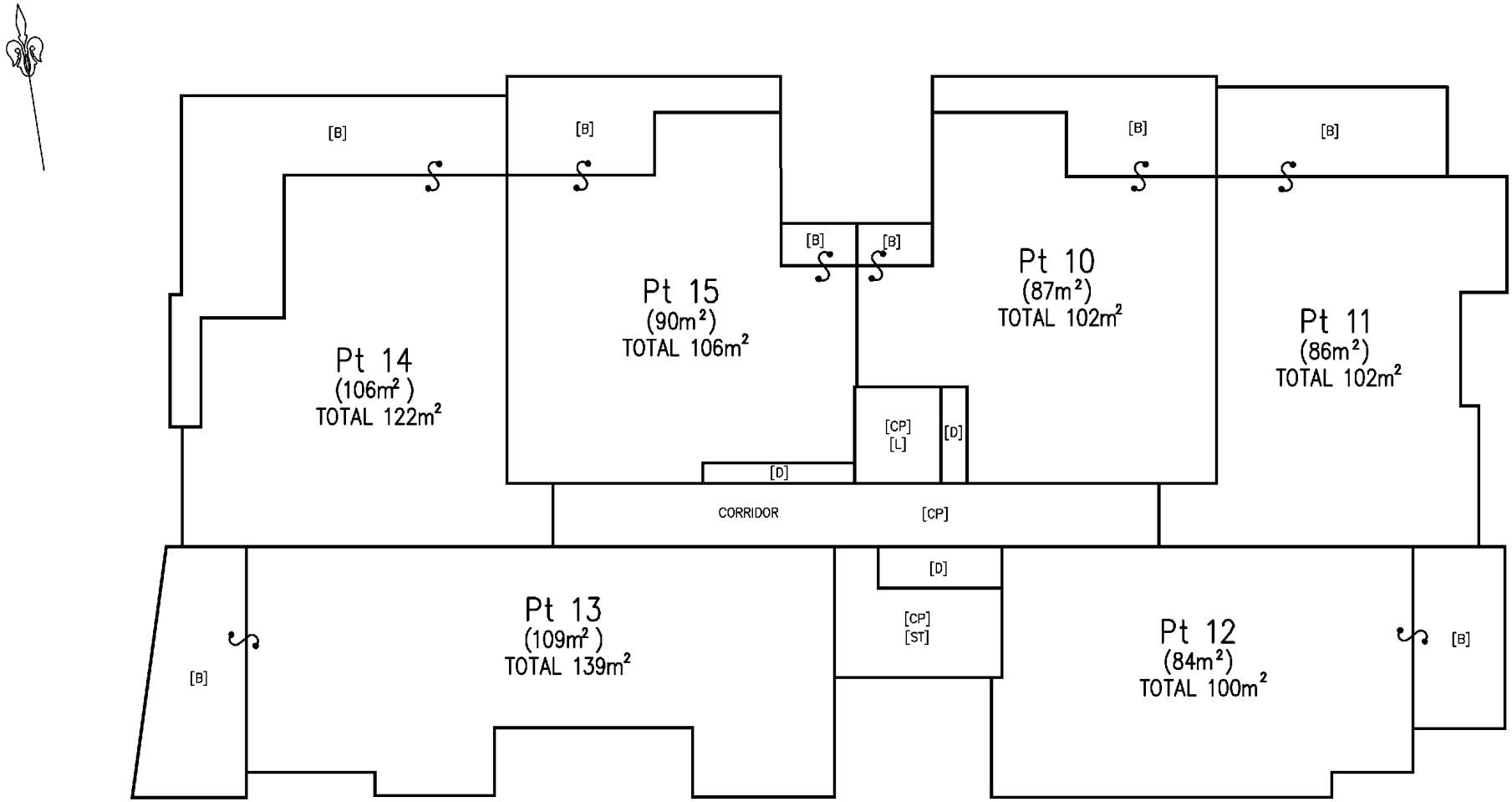
SURVEYOR Name: William Hamer Date: 20/5/2019 Reference: 172002–4	PLAN OF SUBDIVISION OF LOT 101 DP1239194	LGA: HORNSBY Locality: ASQUITH Reduction Ratio 1:125 Lengths are in metres.	REGISTERED 26/06/2019	SP99501

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SP99501

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LEVEL 1



NOTES

[ST] – STAIR WELL
[L] – LIFT
[B] – BALCONY
[D] – DUCT [CP]
[CP] – COMMON PROPERTY

NOTE:
1. THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 3m ABOVE THE UPPER TILED SURFACE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
2. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

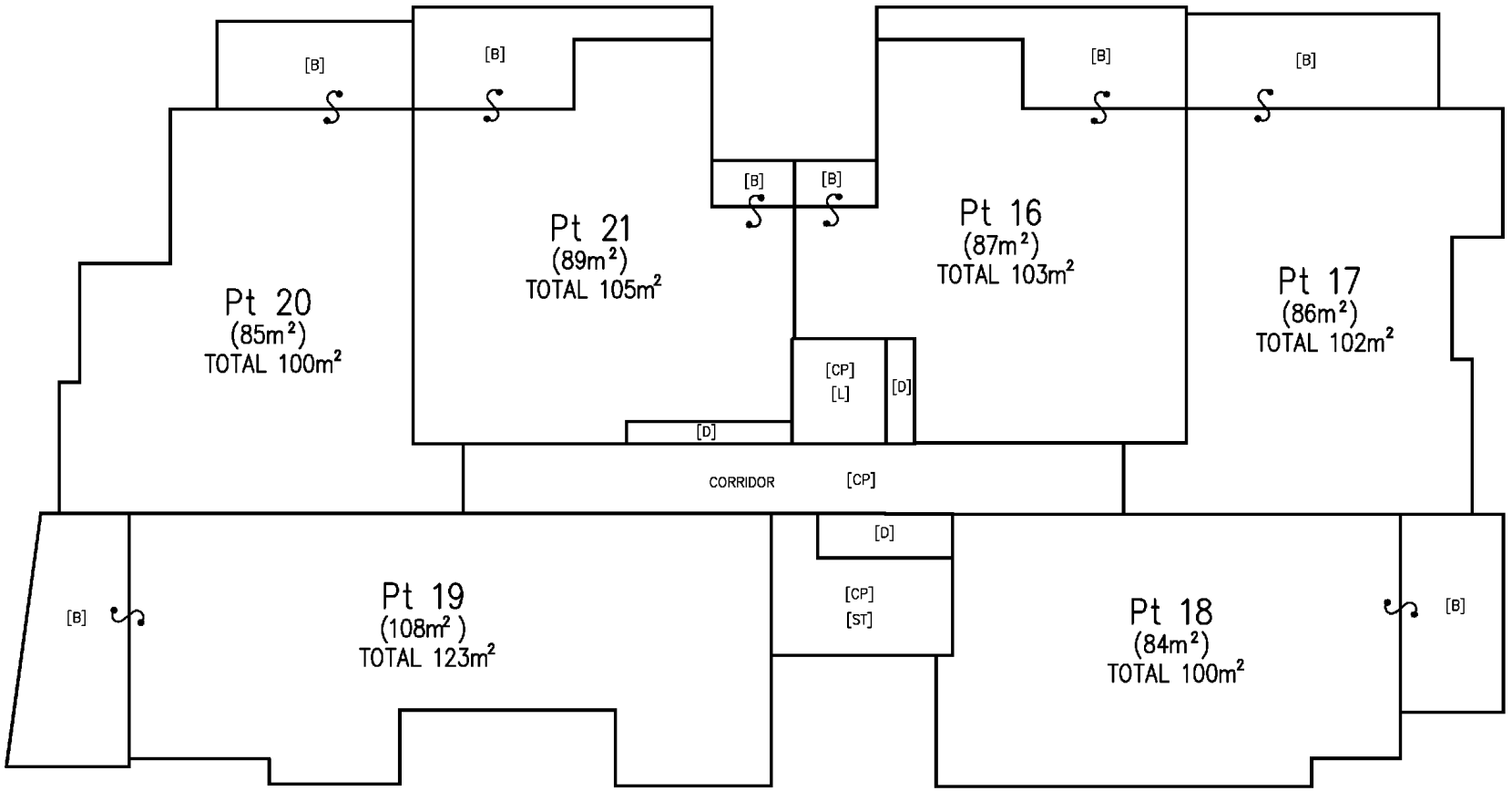
SURVEYOR	PLAN OF SUBDIVISION	LGA: HORNSBY	REGISTERED	SP99501
Name: William Hamer	OF LOT 101 DP1239194	Locality: ASQUITH	26/06/2019	
Date: 20/5/2019		Reduction Ratio 1:125		
Reference: 172002–4		Lengths are in metres.		

TSS Total Surveying Solutions Pty Ltd File 172002–4.dwg

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LEVEL 2



NOTES

[ST] – STAIR WELL
[L] – LIFT
[B] – BALCONY
[D] – DUCT [CP]
[CP] – COMMON PROPERTY

NOTE:
1. THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 3m ABOVE THE UPPER TILED SURFACE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT
2. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

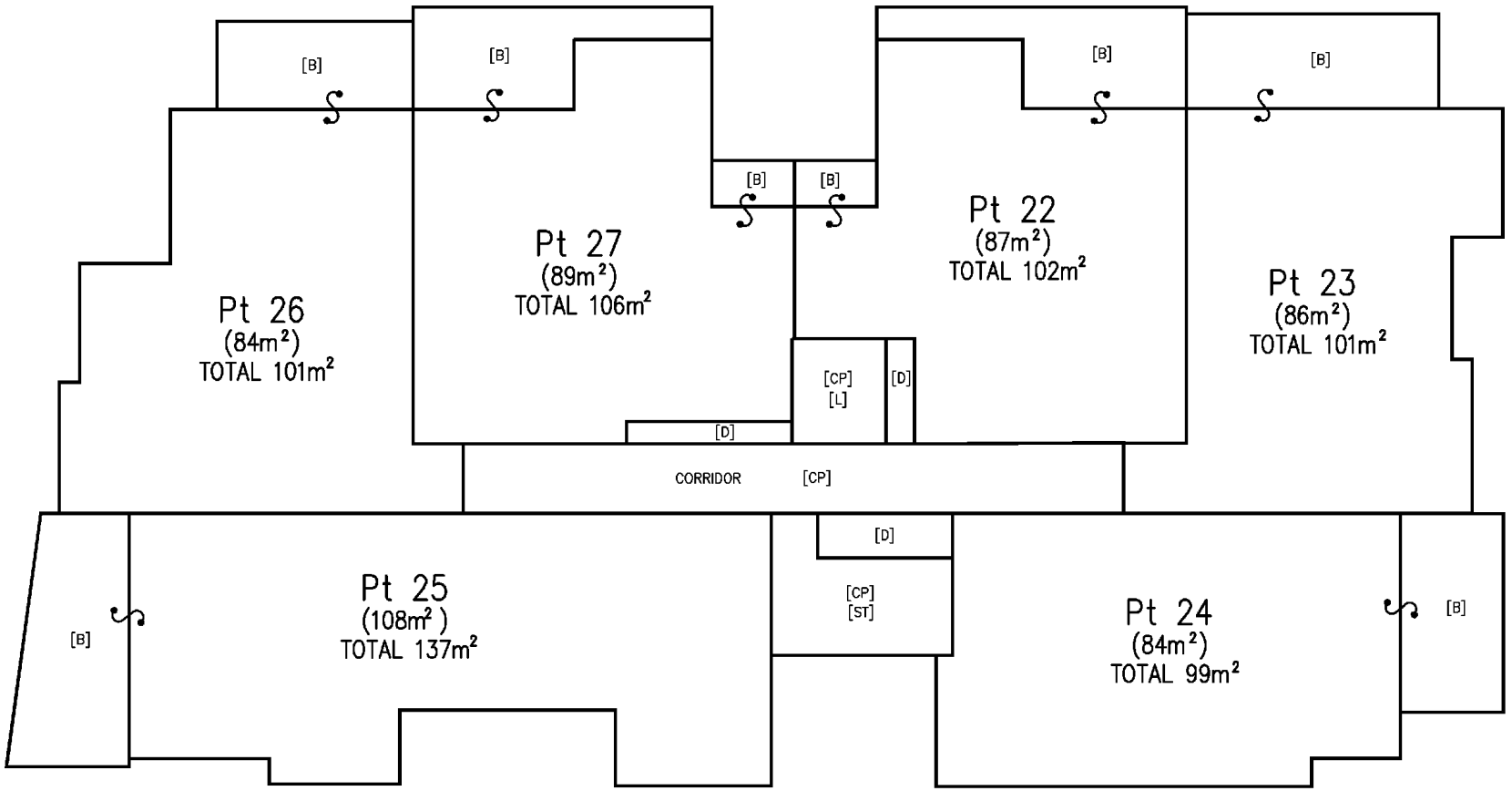
SURVEYOR	PLAN OF SUBDIVISION	LGA: HORNSBY	REGISTERED	SP99501
Name: William Hamer	OF LOT 101 DP1239194	Locality: ASQUITH	26/06/2019	
Date: 20/5/2019		Reduction Ratio 1:125		
Reference: 172002–4		Lengths are in metres.		

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LEVEL 3



NOTES

[ST] – STAIR WELL
[L] – LIFT
[B] – BALCONY
[D] – DUCT [CP]
[CP] – COMMON PROPERTY

NOTE:
1. THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 3m ABOVE THE UPPER TILED SURFACE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT
2. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

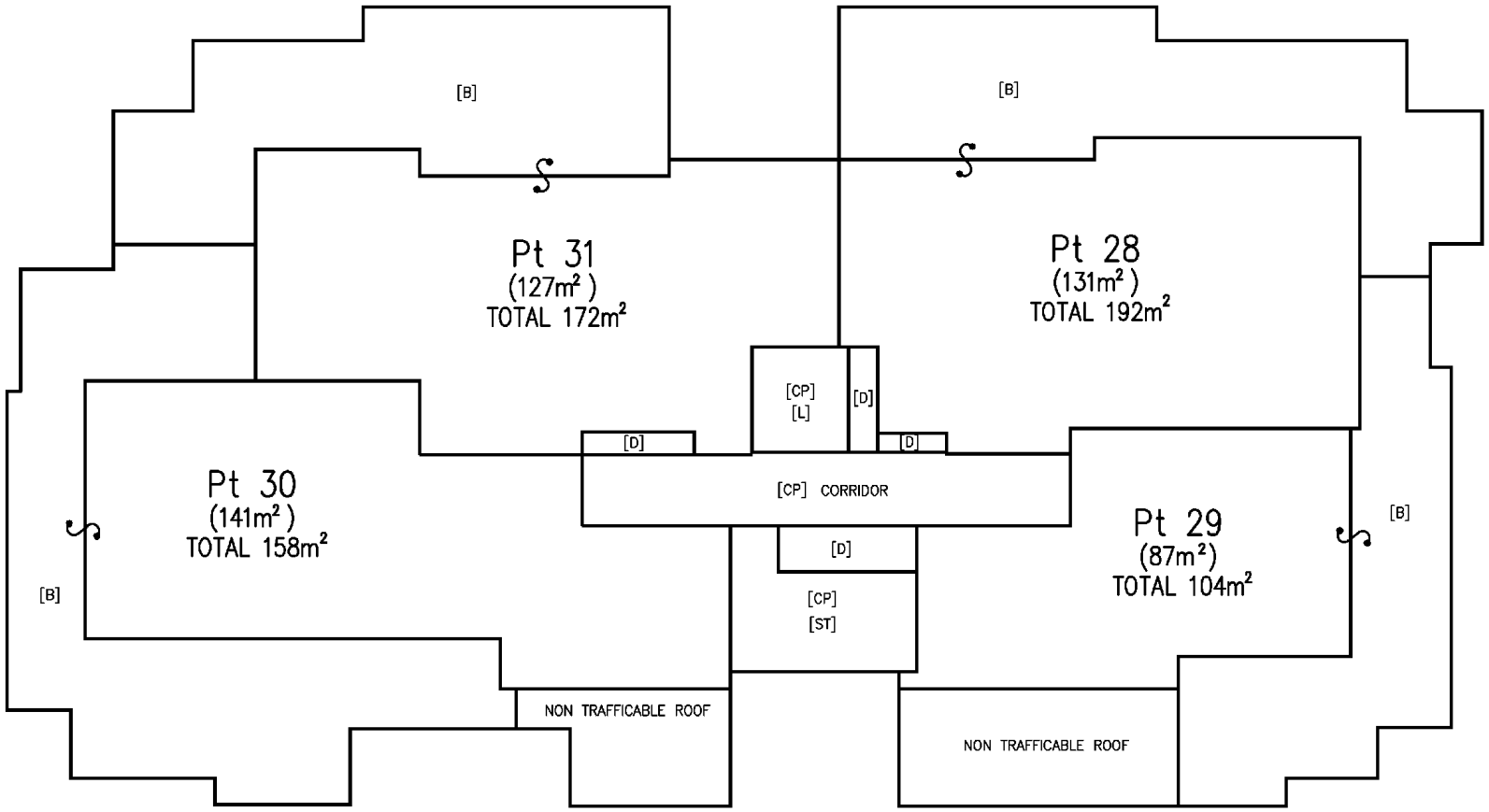
SURVEYOR	PLAN OF SUBDIVISION	LGA: HORNSBY	REGISTERED	SP99501
Name: William Hamer	OF LOT 101 DP1239194	Locality: ASQUITH	26/06/2019	
Date: 20/5/2019		Reduction Ratio 1:125		
Reference: 172002–4		Lengths are in metres.		

TSS Total Surveying Solutions Pty Ltd File 172002–4.dwg

SP99501

Req:R746351 /Doc:SP 0099501 P /Rev:26-Jun-2019 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:8 of 13
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LEVEL 4



NOTES

[ST] – STAIR WELL
[L] – LIFT
[B] – BALCONY
[D] – DUCT [CP]
[CP] – COMMON PROPERTY

NOTE:
1. THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 3m ABOVE THE UPPER TILED SURFACE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT
2. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF SUBDIVISION	LGA: HORNSBY	REGISTERED	SP99501
Name: William Hamer	LOT 101 DP1239194	Locality: ASQUITH	26/06/2019	
Date: 20/5/2019		Reduction Ratio 1:125		
Reference: 172002–4		Lengths are in metres.		

TSS Total Surveying Solutions Pty Ltd File 172002–4.dwg

SP99501

Req:R746351 /Doc:SP 0099501 P /Rev:26-Jun-2019 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:9 of 13
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Req:R746351 /Doc:SP 0099501 P /Rev:26-Jun-2019 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:10 of 13
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ePlan

SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 4 sheet(s)

Office Use Only	Office Use Only
Registered: 26/06/2019	SP99501

PLAN OF SUBDIVISION OF LOT 101 **DP 1239194**	LGA: HORNSBY Locality: ASQUITH Parish: SOUTH COLAH County: CUMBERLAND

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

Address for Service of Documents

1A Mills Avenue
Asquith
NSW 2077

The by-laws adopted for the scheme are:

* ~~Model by-laws for residential strata schemes together with:~~
  ~~Keeping of animals: Option *A/*B~~
  ~~Smoke penetration: Option *A/*B~~

(see Schedule 3 *Strata Schemes Management Regulation 2016*)

* The strata by-laws lodged with the plan.

Surveyor's Certificate

I, William Hamer,
of TSS Total Surveying Solutions Pty Ltd
Suite 8, 448 Pacific Highway, Lane Cove North, NSW 2066, being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

~~*The building encroaches on:~~

~~*(a) a public place~~

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

Signature: William Hamer

Date: 20/5/2019

Surveyor ID: 1606

Surveyor's Reference: 172002-4

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

Strata Certificate (Accredited Certifier)

I PETER SHAHATIT being an Accredited Certifier, accreditation number BPB3022, 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 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

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

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

*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with ~~section 68 *Strata Schemes Development Act 2015*~~.

Certificate Reference: 190086|01

Relevant Planning Approval No.: 190086-CDC

issued by: PETER SHAHATIT

Signature: .....

Date: 27.5.19

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)

Office Use Only	Office Use Only
Registered: 26/06/2019	SP99501

VALUER'S CERTIFICATE

I, ROBERT WILSON being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*.

Signature: ..... Date 15 May 2019

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE
1	35	17	33
2	27	18	32
3	27	19	37
4	28	20	33
5	27	21	33
6	27	22	33
7	34	23	33
8	28	24	32
9	35	25	38
10	32	26	33
11	32	27	33
12	32	28	35
13	37	29	27
14	33	30	33
15	33	31	35
16	33		
		AGGREGRATE	1000

Surveyor's Reference: 172002-4

Req:R746351 /Doc:SP 0099501 P /Rev:26-Jun-2019 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:12 of 13
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 4 sheet(s)

Office Use Only	Office Use Only
Registered: 26/06/2019	SP99501

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

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

Schedule of Street Addresses

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCAILTY NAME
CP	-				
1	G.01	1A	MILLS	AVENUE	ASQUITH
2	G.02	1A	MILLS	AVENUE	ASQUITH
3	G.03	1A	MILLS	AVENUE	ASQUITH
4	G.04	1A	MILLS	AVENUE	ASQUITH
5	G.05	1A	MILLS	AVENUE	ASQUITH
6	G.06	1A	MILLS	AVENUE	ASQUITH
7	G.07	1A	MILLS	AVENUE	ASQUITH
8	G.08	1A	MILLS	AVENUE	ASQUITH
9	G.09	1A	MILLS	AVENUE	ASQUITH
10	1.01	1A	MILLS	AVENUE	ASQUITH
11	1.02	1A	MILLS	AVENUE	ASQUITH
12	1.03	1A	MILLS	AVENUE	ASQUITH
13	1.04	1A	MILLS	AVENUE	ASQUITH
14	1.05	1A	MILLS	AVENUE	ASQUITH
15	1.06	1A	MILLS	AVENUE	ASQUITH
16	2.01	1A	MILLS	AVENUE	ASQUITH
17	2.02	1A	MILLS	AVENUE	ASQUITH
18	2.03	1A	MILLS	AVENUE	ASQUITH
19	2.04	1A	MILLS	AVENUE	ASQUITH
20	2.05	1A	MILLS	AVENUE	ASQUITH
21	2.06	1A	MILLS	AVENUE	ASQUITH
22	3.01	1A	MILLS	AVENUE	ASQUITH
23	3.02	1A	MILLS	AVENUE	ASQUITH
24	3.03	1A	MILLS	AVENUE	ASQUITH
25	3.04	1A	MILLS	AVENUE	ASQUITH
26	3.05	1A	MILLS	AVENUE	ASQUITH
27	3.06	1A	MILLS	AVENUE	ASQUITH
28	4.01	1A	MILLS	AVENUE	ASQUITH
29	4.02	1A	MILLS	AVENUE	ASQUITH
30	4.03	1A	MILLS	AVENUE	ASQUITH
31	4.04	1A	MILLS	AVENUE	ASQUITH

Surveyor's Reference:172002-4

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 4 sheet(s)

Office Use Only	Office Use Only
Registered: 26/06/2019	SP99501

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 **COLAH GRAND Pty Ltd.**)
ABN 82 604 307 977 in accordance with)
section 127 of the Corporations Act:)

Signature of Director

Signature of Director/Secretary

PETER BLAKE
Name of Director

MICHAEL MOIT
Name of Director/Secretary

EXECUTED by NATIONAL AUSTRALIA BANK LIMITED

Mortgagee under Mortgage No. AM 973805
Signed at Baulkham Hills this 27 day of May
20__ for National Australia Bank Limited ABN 12 004 044 937
by Mhora Yalom its duly
appointed Attorney under Power of Attorney No. 30 Book 4512
Attorney Signature, Level 2 Attorney
Witness Signature
Witness Name
Witness Address

SHARON SPENCER
SENIOR ASSOCIATE

Norwest Business Banking Centre
Level 5, 10 Century Circuit
Norwest Business Park
Baulkham Hills NSW 2153

Surveyor's Reference:172002-4

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R.P. 13.

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

D991627

FEES:— £ s. d.
Lodgment ... 5 : 0
Endorsement : :
Certificate ... 1 : 10 : 0
Brief : 5 : 0
C/ 2 : 10 : 0
5.4.49

(True consideration not to be disclosed in the transfer.)

I, CLAUD STANLEY WILSON of Sydney Investor formerly of Eastern Corrigo (herein called transferor) being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of the sum of Three hundred pounds (£300.0.0) (the receipt whereof is hereby acknowledged) paid to me by JOYCE IRENE FLEMING wife of William Ramsay Fleming of Belmore Mariner (herein called transferee) do hereby transfer to the said transferee[b] ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (c) Whole or Part.	Vol.	Fol.	Description of Land (if part only). (d)
CUMBERLAND	SOUTH COLAH	Part-WHOLE	4199	169	Shewn lot 11 deposited Plan 14476.

And the transferee covenants with the transferor for ~~themselves and each of their~~ executors administrators and assigns that any main building dwelling ~~thereon~~ erected on the said land shall cost not less than one thousand five hundred pounds.
The land to which the benefit of this covenant is intended to be appurtenant is the whole of the land in Deposited Plan 14476
The land subject to the burden of this covenant is the land in this transfer.
The persons by whom or with whose consent this covenant may be released are the transferor or his executors administrators or assigns.

ENCUMBRANCES, &c., REFERRED TO.[f]

Reservations of minerals etc,

Signed at Sydney the 12th day of March 1949

[e]Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME

C J Wilson
Transferor *

[b]Signed

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

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME

J J Fleming
Transferee.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Unless the instrument contains some special covenant by the transferee, the solicitor may sign in cases where it is established that the transferee's signature cannot be obtained without difficulty. The Solicitor must sign his own name and not that of his firm.

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

K1165 6/47 12 47 Bt 437—W

65615

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

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

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

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

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

f A very short note will suffice.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see back of form.

h Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

THIS SPACE TO BE LEFT FREE FROM NOTATION. NOT TO BE ALTERED BY ERASURE.

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18 Belgrave St. Manly.

CONSENT OF MORTGAGEE.[1]

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

Dated at this day of 19 .

Signed in my presence by
who is personally known to me.

Mortgagee.

[1] This consent should not be used when the transfer is of the whole of the land affected by the mortgage.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.[j]

Signed at the day of 19 .

Signed in the presence of—

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

FORM OF DECLARATION BY ATTESTING WITNESS.[k]

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

[k] May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

MEMORANDUM OF TRANSFER of

Acres roods perches.

Lot 11 D.P. 14476
Pacific Highway
Sc. Hornsby
Parish County.
(Subject to Covenant)
Joyce Irene Fleming Transferee.

Particulars entered in Register Book, Vol. 4119 Fol. 160.

the 20th day of May 1949
at minutes 12 o'clock in the noon.

J. Kell
Registrar-General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
Form 13	Land Sales Control Act 1948	

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...		
Draft written	[illegible]	2/5/49
Draft examined... ...	[illegible]	3/5/49
Diagram prepared ...	[illegible]	25.7.49
Diagram examined ...	[illegible]	25.7.49
Draft forwarded ...	[illegible]	27/7/49
Supt. of Engrossers ...		
Cancellation C 6001 ...	[illegible]	1/8/49
VOL.	FOL.	
Diagram Fees		
Additional Folios ...		

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 1/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and £1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

W. A. Tennant, Government Printer. 84 437

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Form: 01TG
Release: 3·1

TRANSFER
GRANTING EASEMEN

New South Wales
Real Property Act 1900

AK6772J

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the R 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**

Servient Tenement	Dominant Tenement
6/14476 AND 7/14476	8/14476 9/14476 10/14476

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	DAVID LOUIE, 31 FOREMAN ST, TEMPE NSW 2044. Ph: 0414374090 Reference:	TG

(C) **TRANSFEROR**

Kentsyd Pty Limited ACN 163663312 and Menachem Pty Limited ACN 164148216
Servient tenament - Lots 6 and 7 (Joint ownership)

(D) The transferor acknowledges receipt of the consideration of $ 1·00
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

Easement to Drain Water 1 Wide. (as shown in annexure "B")

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

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

Lynette Diane EVANS Dominant lot 8
Jane Marie HANRAHAN Dominant lot 9
John MICHAS and Irene MICHAS Dominant Lot 10

DATE

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

Company: Kentsyd Pty Ltd and Menachem Pty Ltd
Authority: ACN 163 663 312 ACN 164 148 216
Section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person:
Office held: Sole Director / Secretary
Abraham Demetsmon
Kentsyd Pty Limited

Signature of authorised person:
Name of authorised person:
Office held: Sole Director / Secretary
Arthur Leuchter
Menachem Pty Limited

I certify I am an eligible witness and that the transferee signed this dealing in my presence. [See note* below]

Signature of witness:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of transferee:

SEE ANNEXURE "A" FOR SIGNATURES.

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

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ANNEXURE "A" TO TRANSFER GRANTING EASEMENT

KENTSYD PTY LIMITED & MENACHEM PTY LIMITED, AS TRANSFEROR
LYNETTE DIANE EVANS, JANE MARIE HANRAHAN, JOHN MICHAS & IRENE MICHAS AS TRANSFEREE

I certify that I am an eligible witness and that the transferor signed this dealing in my presence [see note * below]

Signature of witness: X

X .....

print full Name of witness:
CHRISTOPHER EDWARD EVANS

print Address of witness:
468 Pacific Hwy ASQUITH

Certified Correct for the purposes of the Real Property Act 1900 by transferee.

Signature of transferee LYNETTE DIANE EVANS

LDE X .....

I certify that I am an eligible witness and that the transferor signed this dealing in my presence [see note * below]

CE Signature of witness: X

X .....

print full Name of witness:
XCHRIS Edward EVANS

print Address of witness:
453 Pacific Hwy ASQUITH

Certified Correct for the purposes of the Real Property Act 1900 by transferee.

Signature of transferee JANE MARIE HANRAHAN

JMH X .....

I certify that I am an eligible witness and that the transferor signed this dealing in my presence [see note * below]

Signature of witness:
R. Fong
.....

Name of witness:
Rosemary Fong

Address of witness:
1015A PACIFIC H.WAY BYMBLE

Certified Correct for the purposes of the Real Property Act 1900 by transferee JOHN MICHAS.

Signature of transferee:
J Michas
.....

I certify that I am an eligible witness and that the transferor signed this dealing in my presence [see note * below]

Signature of witness:
R. Fong
.....

Name of witness:
Rosemary Fong

Address of witness:
1015A PACIFIC H.WAY BYMBLE

Certified Correct for the purposes of the Real Property Act 1900 by transferee

Signature of transferee IRENE MICHAS
Irene Michas
.....

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation
ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Req:R746353 /Doc:DL AK006772 /Rev:19-Feb-2016 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:3 of 4
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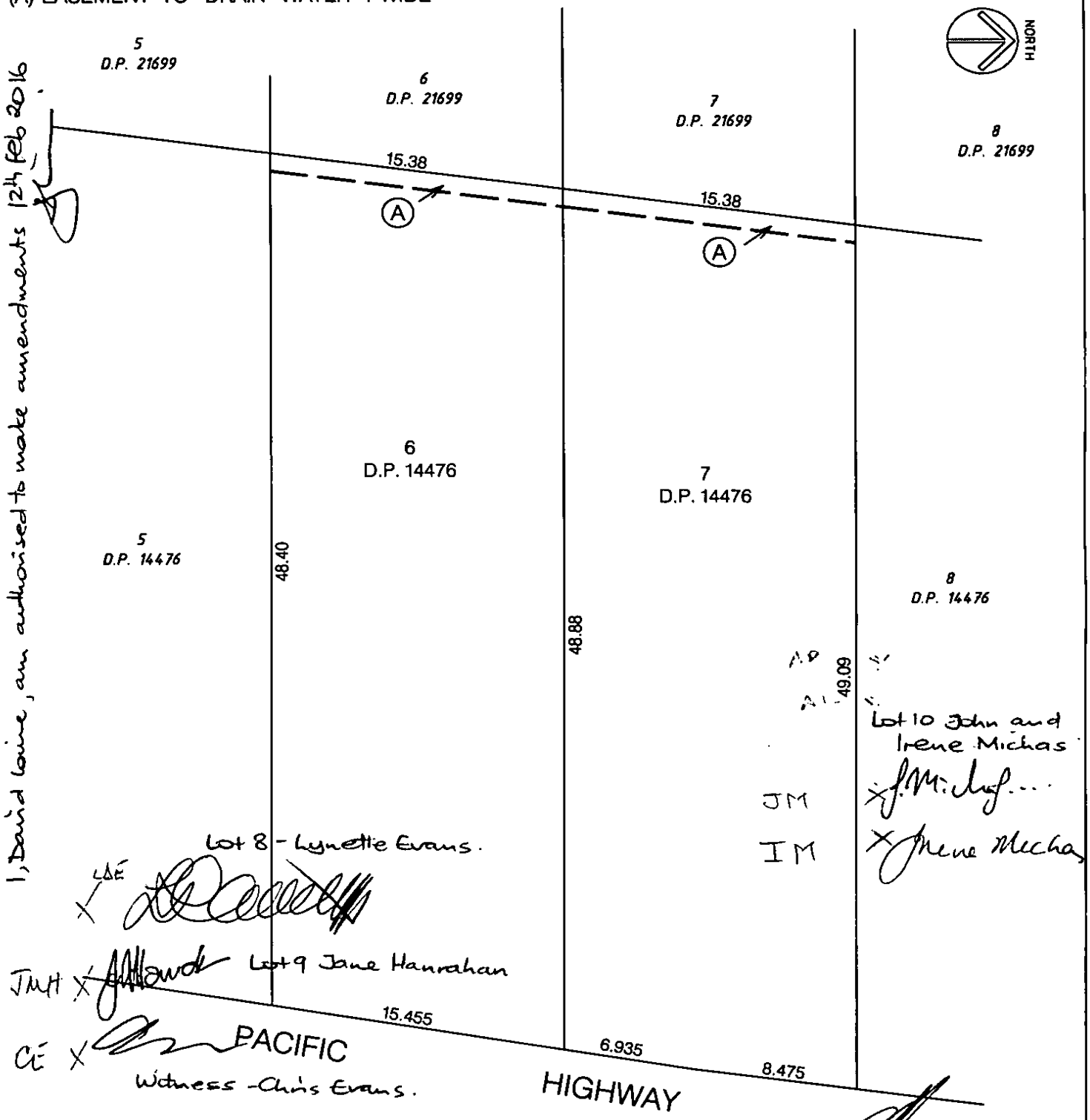
'B'

THIS IS THE PLAN REFERRED TO IN THE ACCOMPANYING TRANSFER GRANTING EASEMENT

DATED:.....

SKETCHPLAN

(A) EASEMENT TO DRAIN WATER 1 WIDE



DATE: 22ND JULY 2015
REDUCTION RATIO: 1:300@A4
REFERENCE: 13449

PAGE 3 OF 4

REGISTERED SURVEYOR
HAMMOND SMEALLIE & CO P/L

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Annexure C to TRANSFER GRANTING EASEMENT

Parties:

KENTSYD PTY LTD & 312 MENACHEM PTY LTD AND PACIFIC GARDENS PTY LIMITED

Dated _____

A Banzato

Amedeo Banzato
Relationship Executive

Signed at Parramatta the 27th day of July For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4548 No. 494
Witness

Andrew Nasr
Analyst
Commonwealth Bank

Req:R746354 /Doc:DL AK006773 /Rev:19-Feb-2016 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:1 of 4
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Form: 01TG
Release: 3·1

TRANSFER GRANTING EASEMEN

New South Wales
Real Property Act 1900

AK6773G

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**

Servient Tenement	Dominant Tenement
6/21699	8/14476 9/14476 10/14476

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	DAVID LOUIE, 31 FOREMAN ST, TEMPE NSW 2044. PH: 0414374090 Reference:	TG

(C) **TRANSFEROR**

46 Lords Pty Limited ACN 603 156 421

(D) The transferor acknowledges receipt of the consideration of $ 1.00

and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

Easement to drain water 1 wide as shown in Annexure "B"

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

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

Lynette Diane EVANS
Jane Marie HANRAHAN
John MICHAS and Irene MICHAS

DATE

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

Company: 46 Lords Pty Limited
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: Eric Bernard
Office held: Sole Director/Secretary

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

I certify I am an eligible witness and that the transferee signed this dealing in my presence. [See note* below]

Signature of witness:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of transferee:

See Annexure "A" for Signatures

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

Req:R746354 /Doc:DL AK006773 /Rev:19-Feb-2016 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:2 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

ANNEXURE "A" TO TRANSFER GRANTING EASEMENT

46 LORDS PTY LIMITED, AS TRANSFEROR
LYNETTE DIANE EVANS, JANE MARIE HANRAHAN, JOHN MICHAS & IRENE MICHAS AS TRANSFEREE

I certify that I am an eligible witness and that the transferor signed this dealing in my presence [see note * below]

Signature of witness: X

print full Name of witness: CHRISTOPHER Edward EVANS

print Address of witness: 453 Pacific Hwy Asquith

Certified Correct for the purposes of the Real Property Act 1900 by transferee.

Signature of transferee LYNETTE DIANE EVANS LDE X

I certify that I am an eligible witness and that the transferor signed this dealing in my presence [see note * below]

Signature of witness: X

print full Name of witness: CHRISTOPHER Edward EVANS

print Address of witness: 453 Pacific Hwy Asquith

Certified Correct for the purposes of the Real Property Act 1900 by transferee.

Signature of transferee JANE MARIE HANRAHAN JMH

I certify that I am an eligible witness and that the transferor signed this dealing in my presence [see note * below]

Signature of witness: R. Fong

Name of witness: Rosemary Fong

Address of witness: 1015A PACIFIC H.WAY RYMBLE

Certified Correct for the purposes of the Real Property Act 1900 by transferee JOHN MICHAS.

Signature of transferee: J. Michas

I certify that I am an eligible witness and that the transferor signed this dealing in my presence [see note * below]

Signature of witness: R. Fong

Name of witness: Rosemary Fong

Address of witness: 1015A PACIFIC H.WAY RYMBLE

Certified Correct for the purposes of the Real Property Act 1900 by transferee

Signature of transferee IRENE MICHAS

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation
ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Req:R746354 /Doc:DL AK006773 /Rev:19-Feb-2016 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:3 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

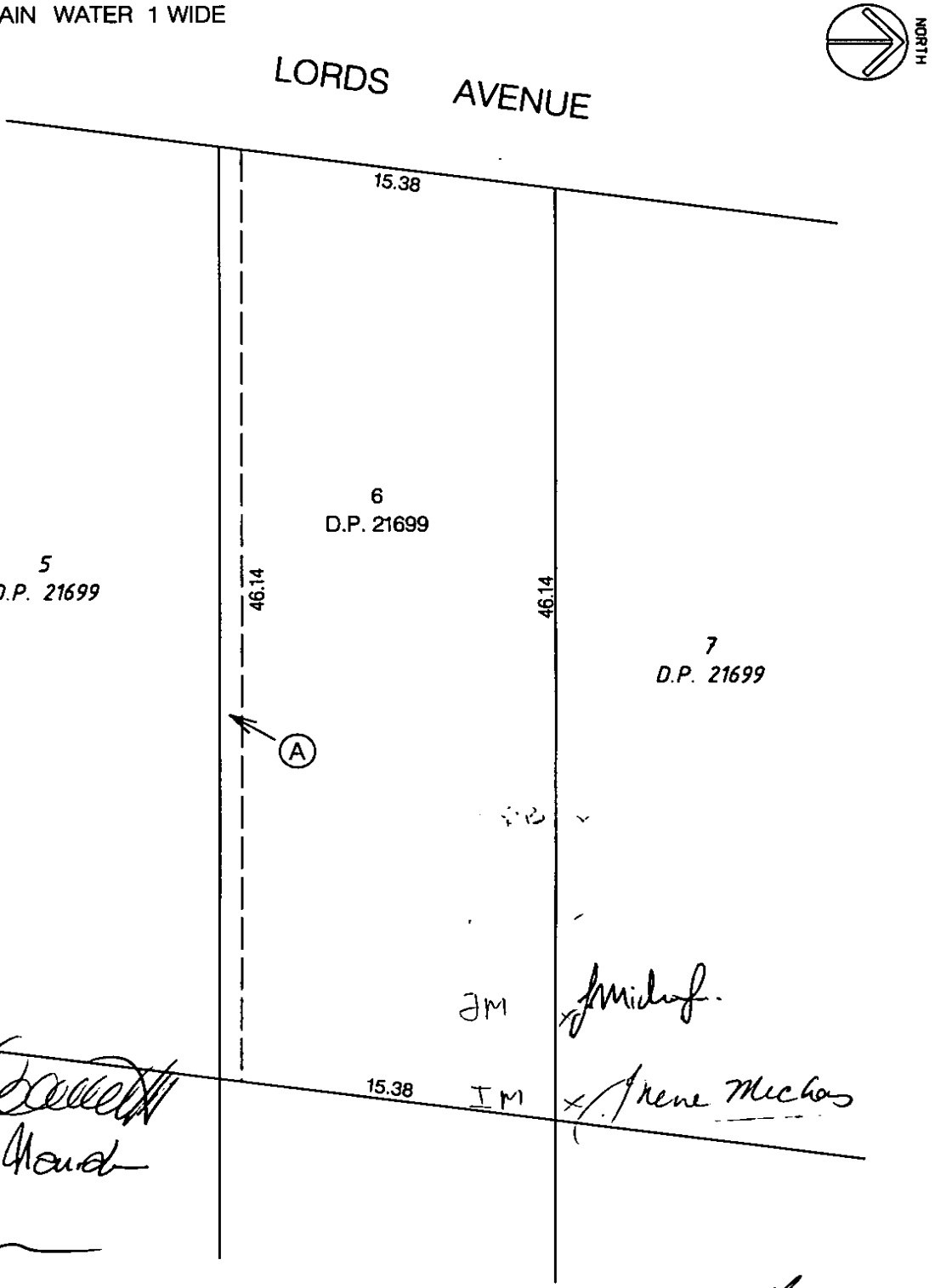
'B'

THIS IS THE PLAN REFERRED TO IN THE ACCOMPANYING TRANSFER GRANTING EASEMENT

DATED:.....

SKETCHPLAN

(A) EASEMENT TO DRAIN WATER 1 WIDE



DATE: 22ND JULY 2015
REDUCTION RATIO: 1:300@A4
REFERENCE: 13449

REGISTERED SURVEYOR
HAMMOND SMEALLIE & CO P/L

Req:R746354 /Doc:DL AK006773 /Rev:19-Feb-2016 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:4 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

nab

National Australia Bank Limited
ABN 12 004 044 937

Annexure to Transfer Granting Easement

THIS IS AN ANNEXURE TO **TRANSFER GRANTING EASEMENT** WITH 46 LORDS PTY LTD AS TRANSFEROR AND PACIFIC GARDENS PTY LTD AS TRANSFEREE

DATED

Servient Tenement: 6/21699

Dominant Tenement: 8/14476, 9/14476 & 10/14476

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. AJ275707 hereby consents to the within **Transfer Granting Easement** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at ST IVES this 13th day of AUGUST 2015.

SIGNED SEALED AND DELIVERED)
for and on behalf of **NATIONAL**)
AUSTRALIA BANK LIMITED)
ABN 12 004 044 937 by its Attorney)
who holds the position of)
Level 3 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)

L M DiMauro
Witness Signature

Lisa-Maree DiMauro
Print Name

Attorney Signature

PREGTI MASRANI
Print Name

Req:R746361 /Doc:DL AK938966 /Rev:03-Feb-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:1 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

Form: 01TG
Release: 3·1

TRANSFER
GRANTING EASEMEN

New South Wales
Real Property Act 1900

AK938966V

Plan Fee $136.30

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**

Servient Tenement	Dominant Tenement
8/14476 9/14476	10/14476

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
42G	SPARKE HELMORE LAWYERS ~~LLPN 123009 S~~ Reference: PET027-14	TG

(C) **TRANSFEROR**

CHEZBER PTY LTD ACN 169 791 075 and PACIFIC PRO TWO PTY LTD ACN 601 312 681

(D) The transferor acknowledges receipt of the consideration of $ 1.00

and transfers and grants— designated as (A)

I have been authorised by the Transferor and Transferee to make this alteration. Halcaro Hannah Alcaro 20/1/17

(E) **DESCRIPTION OF EASEMENT**

Easement to drain water 1 wide (as shown in Annexure B) on the terms set out in Part 3 of Schedule 8 of the Conveyancing Act 1919

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

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

COLAH GRAND PTY LTD ACN 604 307 977

DATE 12th August 2016

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence. [See note* below]

Signature of witness:

Name of witness:
Address of witness: See Annexure A for execution by the Transferor

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of transferor:

RELODGED
30 JAN 2017
TIME: 11.10

RELODGED
20 JAN 2017
TIME: 10.05

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: COLAH GRAND PTY LTD ACN 604 307 977
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: PETER STEWART BLACK
Office held: ~~Sole~~ DIRECTOR/SECRETARY

Signature of authorised person:

Name of authorised person: MICHAEL MOIT
Office held: DIRECTOR

Alicia Oecling 30.1.17 Authorised to Amend.

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1303

8-9/14476 prod (TG) 42SP. 23/9/16

Req:R746361 /Doc:DL AK938966 /Rev:03-Feb-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:2 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

ANNEXURE 'A' TO TRANSFER GRANTING EASEMENT

CHEZBER PTY LTD ACN 169 791 075 and PACIFIC PRO TWO PTY LTD ACN 601 312 681, AS TRANSFEROR
COLAH GRAND PTY LTD ACN 604 307 977, AS TRANSFEREE

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

Corporation:	CHEZBER PTY LTD ACN 169 791 075
Authority:	section 127 of the Corporations Act 2001
Signature of authorised person:	
Name of authorised person:	ERIC DAVID BERNARD
Office held:	SOLE DIRECTOR/SECRETARY

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

Corporation:	PACIFIC PRO TWO PTY LTD ACN 601 312 681
Authority:	section 127 of the Corporations Act 2001
Signature of authorised person:	
Name of authorised person:	ABRAHAM DERMELKONIAN
Office held:	SOLE DIRECTOR/SECRETARY

Req:R746361 /Doc:DL AK938966 /Rev:03-Feb-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:3 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

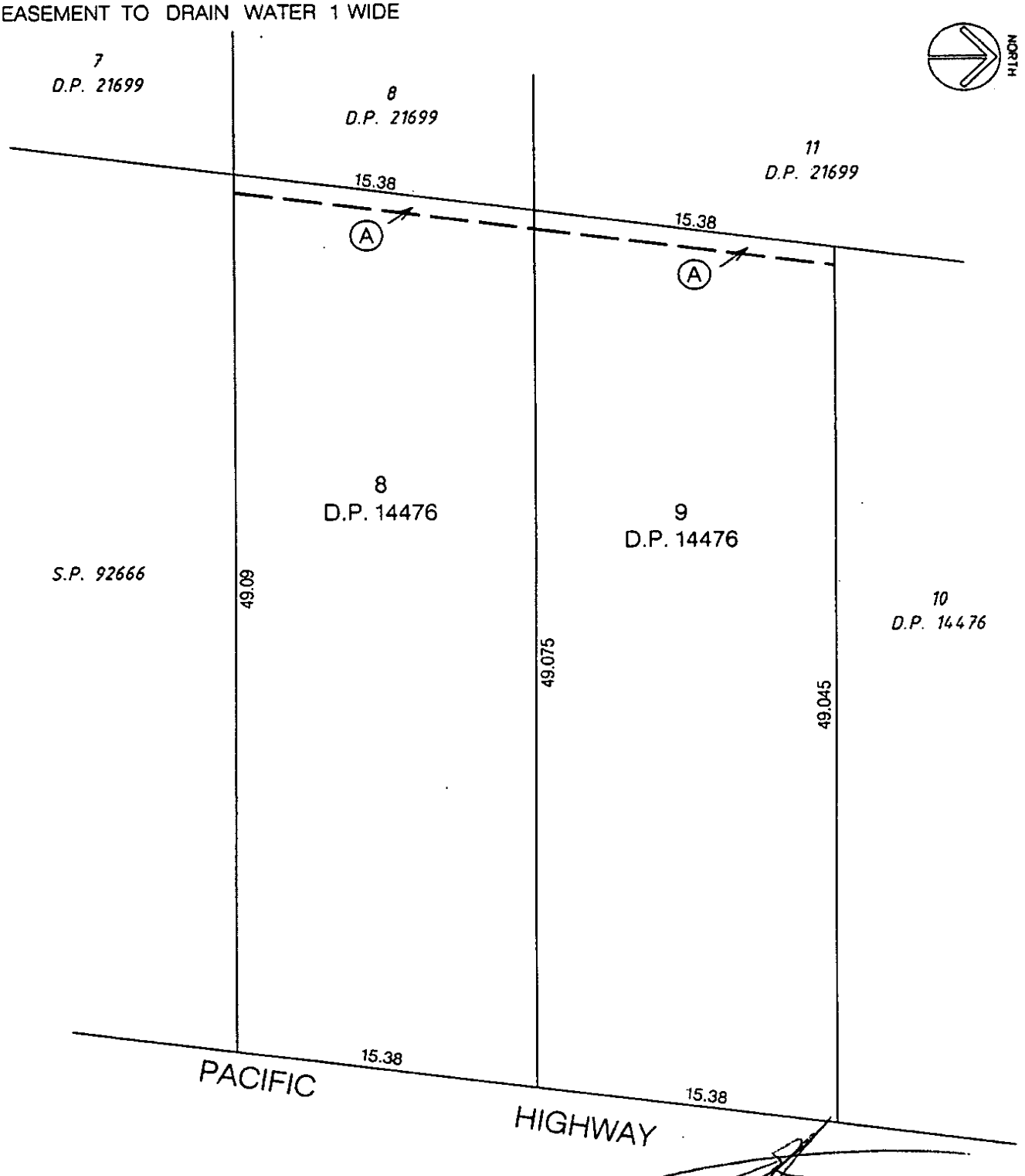
'B'

THIS IS THE PLAN REFERRED TO IN THE ACCOMPANYING TRANSFER GRANTING EASEMENT

DATED: 12th August 2016

SKETCHPLAN

(A) EASEMENT TO DRAIN WATER 1 WIDE



DATE: 4TH JULY 2016
REDUCTION RATIO: 1:300@A4
REFERENCE: 13871

PAGE 3 OF 5

REGISTERED SURVEYOR
HAMMOND SMEALLIE & CO P/L

Req:R746361 /Doc:DL AK938966 /Rev:03-Feb-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:4 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

Annexure

Certificate of Title: **9/14476**

Commonwealth Bank of Australia A.B.N. 48 123 123 123 being the Mortgagee under Memorandum Of Mortgage No./dated **AK746455** of the premised demised by the within HEREBY CONSENTS to such Transfer Granting Easement.

SIGNED IN MY PRESENCE BY
Senior Conveyancing Officer

.....

Monika Eshou

.....

of the Commonwealth Bank of Australia, the duly constituted Attorney of the said bank who is personally known to me.

Linda De La Croix
150 George Street Parramatta NSW 2150

COMMONWEALTH BANK OF AUSTRALIA by its attorney who is the SENIOR CONVEYANCING OFFICER for the time being at Sydney and who is the attorney mentioned and referred to in Power of Attorney registered in the Land and Property Information Book 4297 No 297

Monika Eshou

Req:R746361 /Doc:DL AK938966 /Rev:03-Feb-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:5 of 5
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Annexure

Certificate of Title: **8/14476**

Commonwealth Bank of Australia A.B.N. 48 123 123 123 being the Mortgagee under Memorandum Of Mortgage No./dated **AK746455** of the premised demised by the within HEREBY CONSENTS to such Transfer Granting Easement.

SIGNED IN MY PRESENCE BY
Senior Conveyancing Officer

.....

Monika Eshou

.....

of the Commonwealth Bank of Australia, the duly constituted Attorney of the said bank who is personally known to me.

Linda De La Croix
150 George Street Parramatta NSW 2150

COMMONWEALTH BANK OF AUSTRALIA by its attorney who is the SENIOR CONVEYANCING OFFICER for the time being at Sydney and who is the attorney mentioned and referred to in Power of Attorney registered in the Land and Property Information Book 4297 No 297

Monika Eshou

Req:R746363 /Doc:DL AM314808 /Rev:09-Jun-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:1 of 3
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Form: 01TG
Release: 3·1

TRANSFER GRANTING EASEMENT

AM314808V

New South Wales
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**

Servient Tenement	Dominant Tenement
8/14476 and 9/14476	11/14476

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
42G	SPARKE HELMORE LAWYERS Reference: ~~LLPN 123009 S~~ PET027 - 14	TG

(C) **TRANSFEROR**

Chezber Pty Ltd (ACN 169 791 075)
Pacific Pro Two Pty Ltd (ACN 601 312 681)

(D) The transferor acknowledges receipt of the consideration of $ 1.00

and transfers and grants— AS (A) IN

(E) **DESCRIPTION OF EASEMENT**

Easement to Drain Water 1 Wide. (Marked Annexure "B")

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

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

Colah Grand Pty Limited (ACN 604 307 977)

DATE 16 November 2016

(H) 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.

See Annexure "A"

Company:
Authority:

Signature of authorised person:

Name of authorised person:
Office held:

RELODGED
- 2 JUN 2017
TIME: 11:06

Signature of authorised person:

Name of authorised person:
Office held:

I have been authorised by the ~~Transferor~~ Transferor & Transferee to make this alteration.

Hannah Alcaro 5/5/17

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

Company: COLAH GRAND PTY LTD ACN 604 307 977
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: PETER STEWART BLAKE
Office held: DIRECTOR IS SECRETARY

Signature of authorised person:

Name of authorised person: MICHAEL MOIT
Office held: DIRECTOR

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

Req:R746363 /Doc:DL AM314808 /Rev:09-Jun-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:2 of 3
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

ANNEXURE 'A' TO TRANSFER GRANTING EASEMENT

CHEZBER PTY LTD ACN 169 791 075 and PACIFIC PRO TWO PTY LTD ACN 601 312 681, AS TRANSFEROR
COLAH GRAND PTY LTD ACN 604 307 977, AS TRANSFEREE

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

Corporation: CHEZBER PTY LTD ACN 169 791 075

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: ERIC DAVID BERNARD

Office held: SOLE DIRECTOR/SECRETARY

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

Corporation: PACIFIC PRO TWO PTY LTD ACN 601 312 681

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: ABRAHAM DERMELKONIAN

Office held: SOLE DIRECTOR/SECRETARY

Req:R746363 /Doc:DL AM314808 /Rev:09-Jun-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:3 of 3
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

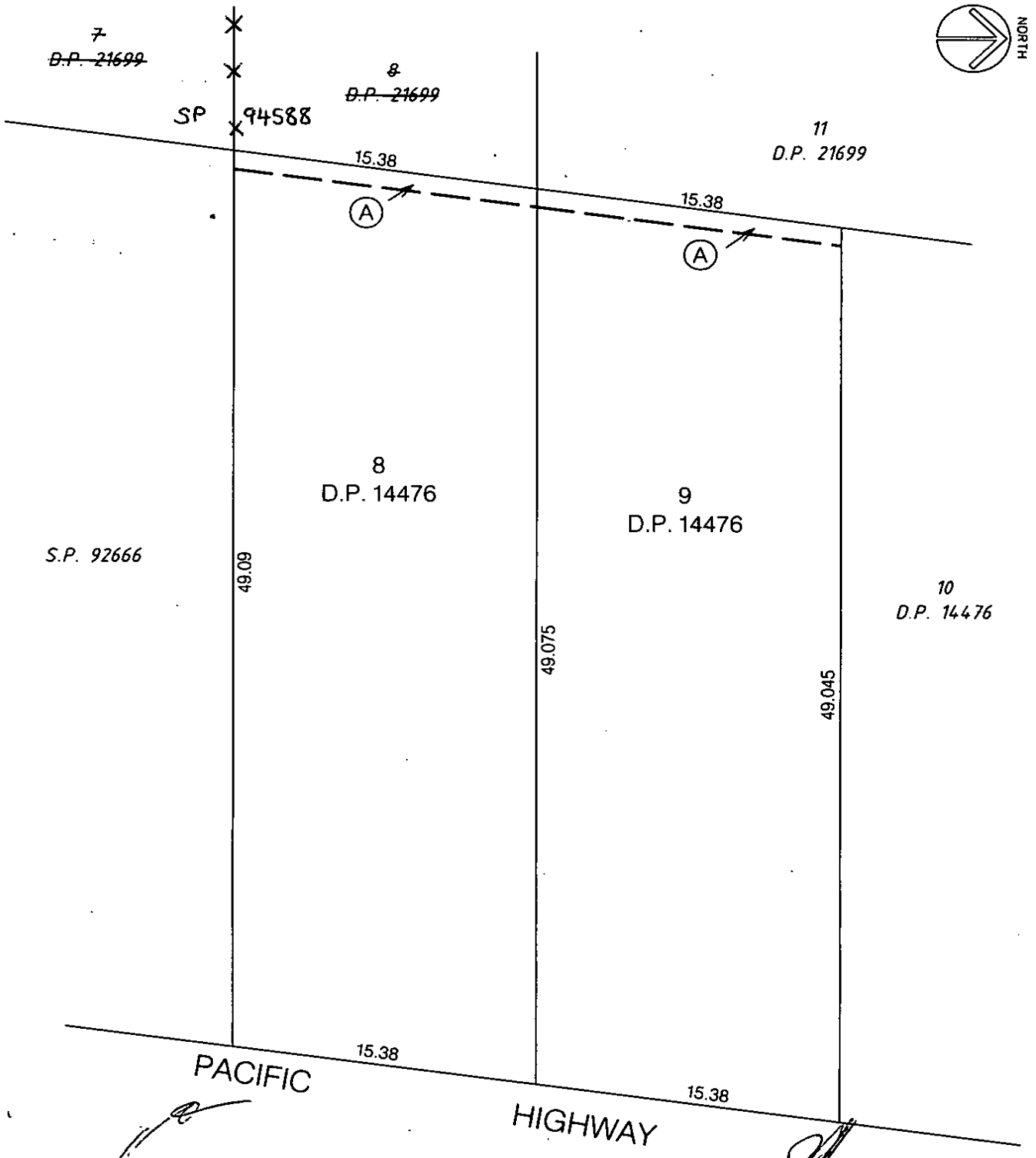
'B'

THIS IS THE PLAN REFERRED TO IN THE ACCOMPANYING TRANSFER GRANTING EASEMENT

DATED:.....

SKETCHPLAN

(A) EASEMENT TO DRAIN WATER 1 WIDE



DATE: 5TH AUG 2016
REDUCTION RATIO: 1:300@A4
REFERENCE: 13871

REGISTERED SURVEYOR
HAMMOND SMEALLIE & CO ~~PTY LTD~~

Req:R746358 /Doc:DL AM465375 /Rev:29-Jun-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:1 of 2
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Form: 01TG
Release: 3·1

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900

AM465375F

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

(A) TORRENS TITLE

Servient Tenement	Dominant Tenement
6/21699	11/14476

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
42G	SPARKE HELMORE LAWYERS LLPN 123009 S Reference: PET027-14.	TG

(C) TRANSFEROR

46 LORDS PTY LTD ACN 603 156 421

(D) The transferor acknowledges receipt of the consideration of $ 1.00

and transfers and grants—

(E) DESCRIPTION OF EASEMENT

Easement to Drain Water 1.0 Wide AS SHOWN DESIGNATED AS (A) IN ANNEXURE B

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

(F) Encumbrances (if applicable):

(G) TRANSFEREE

Colah Grand Pty Limited(ACN 604307977)

RELODGED
22 JUN 2017
TIME: 10:54

DATE 16 November 2016

(H) 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 LORDS PTY LTD ACN 603 156 421
Authority: Section 127 of the Corporations Act 2001

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

Signature of authorised person:
Name of authorised person: ERIC DAVID BERNARD
Office held: SOLE DIRECTOR/SECRETARY

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: COLAH GRAND PTY LTD ACN 604 307 977
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: PETER STEWART BLAKE
Office held: DIRECTOR/SECRETARY

Signature of authorised person:
Name of authorised person: MICHAEL MOIT
Office held: DIRECTOR

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

CT PROD. BY 45A ON 1/6/17 1303
FOR TG

Req:R746358 /Doc:DL AM465375 /Rev:29-Jun-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:2 of 2
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

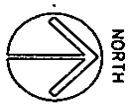
THIS IS THE PLAN REFERRED TO IN THE ACCOMPANYING TRANSFER GRANTING EASEMENT

'B'

SKETCHPLAN

DATED:.....

(A) EASEMENT TO DRAIN WATER 1 WIDE



LORDS AVENUE

15.38

6
D.P. 21699

5
D.P. 21699

46.14

46.14

~~7~~ SP94588
~~D.P. 21699~~

A

I Alicia Oosting
am authorised
to make this
Amendment
Signed:
Dated: 22-6-17

15.38

S.P. 92666

DATE: 5TH AUG 2016
REDUCTION RATIO: 1:300@A4
REFERENCE: 13871

PAGE 2 OF 2

REGISTERED SURVEYOR
HAMMOND SMEALLIE & CO P/L

Req:R746364 /Doc:DL AM614093 /Rev:23-Aug-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:1 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

AM614093P

Form: 01TG
Release: 3·1

TRANSFER GRANTING EASEMEN

New South Wales
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**

Servient Tenement	Dominant Tenement
CP/SP92666	11/14476

(B) **LODGED BY**

$138.80 plan fee

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
42G	Sparke Helmore. LLPN: 123009S Reference: PET027-14	TG

(C) **TRANSFEROR**

The Owners - Strata Plan No. 92666

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

and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

Easement to Drain Water 1 Wide (Marked as (A) in Annexure B)

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

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

Colah Grand Pty Limited (ACN 604 307 977)

DATE 13 July 2017

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence. [See note* below]

Signature of witness:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of transferor:

For execution by the Transferor see page 5

RELODGED
18 AUG 2017
TIME: 12:30

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: Colah Grand Pty Limited (ACN 604 307 977)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: Peter Blake
Office held: Director

Signature of authorised person:

Name of authorised person: Michael Moit
Office held: Director

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

CP/SP 92666
produced by 392C
on 5/7/17 for TG

Req:R746364 /Doc:DL AM614093 /Rev:23-Aug-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:2 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

THIS IS THE PLAN REFERRED TO IN THE ACCOMPANYING TRANSFER GRANTING EASEMENT

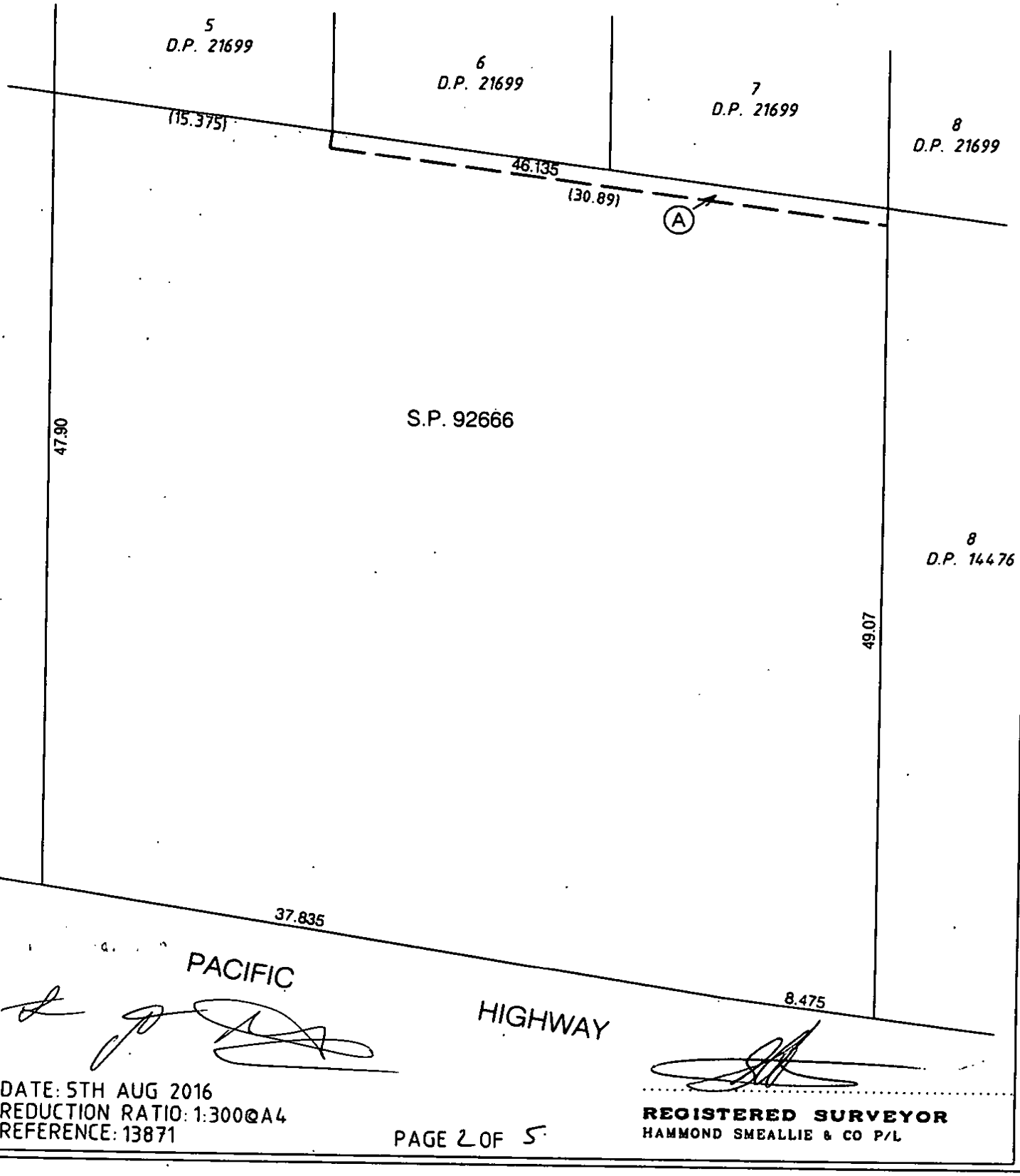
'B'

SKETCHPLAN

DATED:.....

NORTH

(A) EASEMENT TO DRAIN WATER 1 WIDE



DATE: 5TH AUG 2016
REDUCTION RATIO: 1:300@A4
REFERENCE: 13871

REGISTERED SURVEYOR
HAMMOND SMEALLIE & CO P/L

Req:R746364 /Doc:DL AM614093 /Rev:23-Aug-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:3 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ^ 7 JUNE 2017, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 92666 was affixed on ^ 15/6/17 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: TINA SARA Authority: STRATA MANAGER

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

^ Insert appropriate date

THE OWNERS - STRATA PLAN NO. 92666
Common Seal

Req:R746364 /Doc:DL AM614093 /Rev:23-Aug-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:4 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 92666 was affixed on ^ 15/6/17 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: Tim Sara Authority: Strata Manager

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

^ Insert appropriate date

* Strike through if inapplicable

THE OWNERS · STRATA PLAN No. 92666
Common Seal

Req:R746364 /Doc:DL AM614093 /Rev:23-Aug-2017 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:5 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 92666 was affixed on ^ 15/6/17 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: Kim Sara Authority: Strata Manager

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

^ Insert appropriate date

THE OWNERS - STRATA PLAN No. 92666
Common Seal

Req:R746357 /Doc:DL AP272132 /Rev:05-Jul-2019 /NSW LRS /Prt:25-Feb-2026 12:18 /Seq:1 of 4
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Form: 13PC
Release: 3·1

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 19

AP272132J

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Re 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** 101/1239194

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	N MOIT & SONS (NSW) PTY LTD 142 WICKS ROAD , MACQUARIE PARK NSW 2113 PH: (02) 8026 1700 Reference: 172002-5	PC

(C) **REGISTERED PROPRIETOR**
Of the above land
COLAH GRAND PTY LTD (ABN 82 604 307 977)

(D) **LESSEE MORTGAGEE or CHARGEE**
Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**
Within the meaning of section 88E(1) of the Conveyancing Act 1919
HORNSBY 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

(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: Roslyn Hall
Name of witness: Roslyn Hall
Address of witness: 296 Peats Ferry Road Hornsby NSW 2077

Signature of authorised officer: Chris Fraser
Name of authorised officer: Chris Fraser
Position of authorised officer: Senior Development Engineer Hornsby Shire Council

EXECUTED UNDER S.377 LOCAL GOVERNMENT ACT 1993

(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: COLAH GRAND Pty Ltd (ABN 82 604 307 977)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: ×
Name of authorised person: MICHAEL MOIT
Office held: Director

Signature of authorised person: ×
Name of authorised person: PETER BLAKE
Office held: Director

(H) **Consent of the N.A**
The N.A under N.A No. N.A. , agrees to be bound by this positive covenant.
I certify that the above N.A 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:
Address of witness:

Signature of N.A.

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

Req:R746357 /Doc:DL AP272132 /Rev:05-Jul-2019 /NSW LRS /Prt:25-Feb-2026 12:18 /Seq:2 of 4
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This is Annexure A to the Positive Covenant PC13 under Section 88E(3) of the Conveyancing Act 1919

Dated 23/ 5/ 2019
Land being Lot 101 in DP 1239194

TERMS OF POSITIVE COVENANT

1. The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this covenant shall bind all those registered proprietors jointly and severally.

2. The registered proprietor of the land so burdened shall, in respect of the "on-site detention and water sensitive urban design water quality treatment system" which expression shall include all ancillary gutters, downpipes, pipes, drains, walls, kerbs, pits, grates, tanks, basins, devices, cartridges, filters and other systems and surfaces designed to temporarily detain, cleanse, and control stormwater, hereinafter call "the system":-

a) permit stormwater to be temporarily detained and treated by the system;

b) keep the system clean and free from silt, rubbish, debris and the like;

c) maintain the volume of the system to have a storage capacity of not less than 30 cubic metres and a maximum discharge rate, when full, of 21 litres per second *(include volume and flowrate for the constructed OSD system)*;

d) maintain, repair and replace the system or any part thereof due to decay or damage without delay so that it functions in a safe and efficient manner;

e) carry out regular service, maintenance, repair or replacement of the water quality treatment system in accordance with the system component manufacturers' product specification to ensure all treated outflows from the system reduce inflow pollutant loadings to Hornsby Council's Development Control Plan standards;

EXECUTED BY COLAH GRAND PTY LTD
ABN 82 604 307 977
in accordance with section 127 of the
Corporations Act:

Signature of Director	Signature of Director/Secretary
Michael Moit	Peter Blake
Name of Director	Name of Director/Secretary

Req:R746357 /Doc:DL AP272132 /Rev:05-Jul-2019 /NSW LRS /Prt:25-Feb-2026 12:18 /Seq:3 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

f) permit the Hornsby Shire Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect and undertake emergency works on the land so burdened for the compliance with the requirements of this clause;

g) comply with the terms of any written notice issued by the Hornsby Shire Council in respect to the requirements of this clause within the time stated in the notice;

h) meet any reasonable cost incurred by the Hornsby Shire Council in completing the work requested in writing pursuant to the above, where the registered proprietor fails to comply with any written request of the Hornsby Shire Council;

i) indemnify and keep indemnified the Hornsby Shire Council from and against all claims, demands, actions, suits, causes of actions, sum or sums of money, compensation, damages, costs and expenses which the Hornsby Shire Council or any other person may suffer as a result of any malfunction or non-operation of the system or any failure of the registered proprietor to comply with the terms of this covenant.

NAME OF AUTHORITY EMPOWERED TO VARY, MODIFY OR RELEASE THE ABOVE POSITIVE COVENANT

Hornsby Shire Council

EXECUTED BY COLAH GRAND PTY LTD
ABN 82 604 307 977
in accordance with section 127 of the
Corporations Act:

Signature of Director	Signature of Director/Secretary
Michael Moit	Peter Blake
Name of Director	Name of Director/Secretary

Req:R746357 /Doc:DL AP272132 /Rev:05-Jul-2019 /NSW LRS /Prt:25-Feb-2026 12:18 /Seq:4 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

EXECUTED BY HORNSBY SHIRE COUNCIL

SIGNED BY HORNSBY SHIRE COUNCIL

Chris Fraser

AUTHORISED OFFICER

Name: Chris Fraser

Posn: Senior Development Engineer

EXECUTED UNDER S.377 LOCAL GOVERNMENT ACT 1993

Req:R746362 /Doc:DL AP272133 /Rev:05-Jul-2019 /NSW LRS /Prt:25-Feb-2026 12:18 /Seq:1 of 5
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Form: 13RPA
Release: 3·1

RESTRICTION ON TH USE OF LAND BY A PRESCRIBED AUTHOR

New South Wales
Section 88E(3) Conveyancing Act 19

AP272133G

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**

101/1239194

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	N MOIT & SONS (NSW) PTY LTD 142 WICKS ROAD , MACQUARIE PARK NSW 2113 PH:(02) 8026 1700 Reference: 172002-6	RV

(C) **REGISTERED PROPRIETOR**

Of the above land
COLAH GRAND PTY LTD (ABN 82 604 307 977)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
HORNSBY 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

(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: Roslyn Hall
Name of witness: Roslyn Hall
Address of witness: 296 Peats Ferry Road
Hornsby NSW 2077

Signature of authorised officer: Chris Fraser
Name of authorised officer: Chris Fraser
Position of authorised officer: Senior Development Engineer
Hornsby Shire Council

EXECUTED UNDER S.377 LOCAL GOVERNMENT ACT 1993

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: COLAH GRAND Pty Ltd (ABN 82 604 307 977)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: MICHAEL MOIT
Office held: Director

Signature of authorised person:
Name of authorised person: PETER BLAKE
Office held: Director

(H) The N.A. under N.A. No. N.A. agrees to be bound by this restriction.
I certify that the N.A. ,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:
Address of witness:

Signature of N.A.

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

Req:R746362 /Doc:DL AP272133 /Rev:05-Jul-2019 /NSW LRS /Prt:25-Feb-2026 12:18 /Seq:2 of 5
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This is Annexure A to the Restriction on the Use of Land under Section 88E(3) of the Conveyancing Act 1919

Dated 23/5/ 2019
Land being Lot 101 in DP 1239194

TERMS OF RESTRICTION ON THE USE OF LAND

1. The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this restriction shall bind all those registered proprietors jointly and severally.

2. The registered proprietor of the land so burdened, in respect of the "on-site detention system" which expression shall include all ancillary gutters, downpipes, pipes, drains, walls, kerbs, pits, grates, tanks, basins, devices, cartridges, filters and other systems and surfaces designed to temporarily detain, cleanse, and control stormwater, hereinafter called "the system":-

a) not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the system;

b) except in accordance with the Hornsby Shire Council approved plan, not allow any building erection or structure to be constructed, or allow to remain constructed or placed on that part of the burdened lot denoted (x);

c) not carry out, or allow to be carried out any change of land profile or earthworks on that part of the burdened lot denoted (x);

d) not carry out, or allow to be carried out any alterations to the system including surface levels, grates, pipes or any other material or elements thereof outside those normally required for formation, maintenance and proper function of the system.

NAME OF AUTHORITY EMPOWERED TO VARY, MODIFY OR RELEASE THE ABOVE RESTRICTION ON THE USE OF LAND

Hornsby Shire Council

EXECUTED BY COLAH GRAND PTY LTD
ABN 82 604 307 977
in accordance with section 127 of the
Corporations Act:

Signature of Director	Signature of Director/Secretary
Michael Mait	Peter Blake
Name of Director	Name of Director/Secretary

Req:R746362 /Doc:DL AP272133 /Rev:05-Jul-2019 /NSW LRS /Prt:25-Feb-2026 12:18 /Seq:3 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

This is Annexure A to the Restriction on the Use of Land under Section 88E(3) of the Conveyancing Act 1919

Dated 23/5/2019
Land being Lot 101 in DP 1239194

EXECUTED BY HORNSBY SHIRE COUNCIL

SIGNED BY HORNSBY SHIRE COUNCIL

Chris Fraser

AUTHORISED OFFICER
Name: Chris Fraser
Posn: Senior Development Engineer

EXECUTED UNDER S.377 LOCAL GOVERNMENT ACT 1993

Req:R746362 /Doc:DL AP272133 /Rev:05-Jul-2019 /NSW LRS /Prt:25-Feb-2026 12:18 /Seq:4 of 5
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ANNEXURE 'A'

LOCATION OF ON SITE DETENTION SYSTEM (OSD)
LOT 101 IN DP 1239194

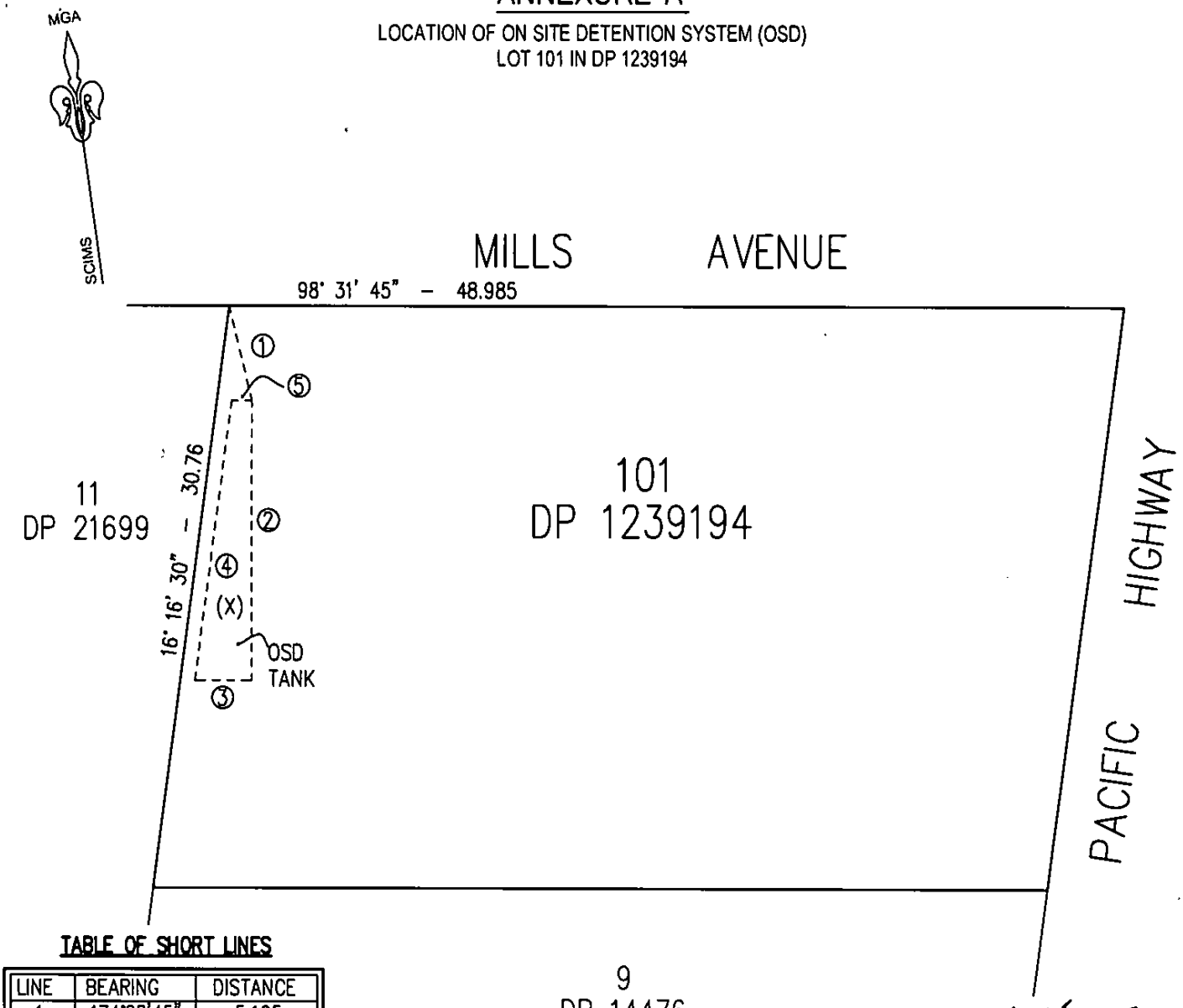


TABLE OF SHORT LINES

LINE	BEARING	DISTANCE
1	174°28'45"	5.105
2	188°32'	14.62
3	278°32'	3.1
4	16°16'30"	14.755
5	98°32'	1.11

William Hamer
Registered Surveyor
N° 1606

SIGNATURES

EXECUTED by COLAH GRAND PTY LTD
ABN 82 604 307 977
in accordance with section 127 of the
Corporations Act:

Signature of Director

Michael Moit
Name of Director

Signature of Director/Secretary

Peter Blake
Name of Director/Secretary

TSS TOTAL SURVEYING SOLUTIONS LANE COVE | CAMDEN | MANLY VALE	LOT 101 DP 1239194	LGA: HORNSBY SHIRE
		LOCALITY: ASQUITH
	ADDRESS: 1A MILLS AVENUE, ASQUITH	SCALE: 1:500
	DRAWING No: 172002-6	SHEET 4 OF 5

Req:R746362 /Doc:DL AP272133 /Rev:05-Jul-2019 /NSW LRS /Prt:25-Feb-2026 12:18 /Seq:5 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

ANNEXURE 'A'

SIGNATURES

EXECUTED by HORNSBY SHIRE COUNCIL

SIGNED BY HORNSBY SHIRE COUNCIL

AUTHORISED OFFICER

Name: Chris Fraser

Posn: Senior Development Engineer

EXECUTED UNDER S.377 LOCAL GOVERNMENT ACT 1993.

TSS TOTAL SURVEYING SOLUTIONS LANE COVE | CAMDEN | MANLY VALE	LOT 101 DP 1239194	LGA: HORNSBY SHIRE
		LOCALITY: ASQUITH
	ADDRESS: 1A MILLS AVENUE, ASQUITH	SCALE: 1:500
	DRAWING No: 172002-6	SHEET 5 OF 5

Req:R746360 /Doc:DL AP272134 /Rev:05-Jul-2019 /NSW LRS /Prt:25-Feb-2026 12:18 /Seq:1 of 3
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

Form: 01TG
Release: 3·1

TRANSFER GRANTING EASEMEN

New South Wales
Real Property Act 1900

AP272134E

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**

Servient Tenement	Dominant Tenement
101/1239194	HORNSBY SHIRE COUNCIL

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	N MOIT & SONS (NSW) PTY LTD 142 WICKS ROAD , MACQUARIE PARK NSW 2113 PH: (02) 8026 1700 Reference: 172002-4	TG

(C) **TRANSFEROR**

COLAH GRAND PTY LTD (ABN 82 604 307 977)

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

and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

EASEMENT FOR GARBAGE COLLECTION (ENTIRE LOT) (ANNEXURE 'A')

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

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

HORNSBY SHIRE COUNCIL

DATE

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

Company: COLAH GRAND Pty Ltd (ABN 82 604 307 977)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: MICHAEL MOIT
Office held: Director

Signature of authorised person:

Name of authorised person: PETER BLAKE
Office held: Director

I certify that I am an eligible witness and that an authorised officer of the transferee signed this dealing in my presence. [See note* below].

Signature of witness: Roslyn Hall

Name of witness: Roslyn Hall
Address of witness: 296 Peats Ferry Road
Hornsby NSW 2077

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer: Chris Fraser

Authorised officer's name: Chris Fraser
Authority of officer: Senior Development Engineer
Signing on behalf of: Hornsby Shire Council
EXECUTED UNDER S.377 LOCAL GOVERNMENT ACT 1993

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

Req:R746360 /Doc:DL AP272134 /Rev:05-Jul-2019 /NSW LRS /Prt:25-Feb-2026 12:18 /Seq:2 of 3
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

This is Annexure A to the Transfer Granting Easement 01TG The Real Property Act 1900

Dated 23/5/ 2019
Land being Lot 101 in DP 1239194

EASEMENT FOR GARBAGE COLLECTION

1) Grant of an easement

The registered proprietor of the lot burdened grants the full and free right for the Council in whose favour this easement is created, and every person authorised by the Council (Authorised Persons), to go, pass and re-pass at all times over the lot burdened, with or without vehicles, for the purpose of collecting and removing garbage, recycling and refuse from the lot burdened and for all incidental purposes.

2) Covenant for maintenance and repair

The registered proprietor of the lot burdened covenants, under section 88BA of the Conveyancing Act 1919, at its cost and at all times, to:

a. keep all trafficable surfaces of the lot burdened in good and substantial repair and condition;

b. apply protective measures on all trafficable surfaces on the lot burdened, in accordance with industry standards and Council's requirements, to ensure the traction of heavy vehicles;

c. ensure that there are no obstructions or encroachments (including, without limitation, overhanging cables, pipes, conduits, ducts or trees within the lot burdened;

d. remove any such obstructions or encroachments within the lot burdened; and

e. maintain, repair, replace, reinstate and renew all trafficable surfaces of the lot burdened (including protective traction measures), sufficient to enable the Council and its Authorised Persons to exercise their rights under this easement safely and without impediment.

EXECUTED BY COLAH GRAND PTY LTD
ABN 82 604 307 977
in accordance with section 127 of the
Corporations Act:

Signature of Director

MICHAEL MOIT
Name of Director

Signature of Director

PETER BLAKE
Name of Director

EXECUTED BY HORNSBY SHIRE COUNCIL

SIGNED BY HORNSBY SHIRE COUNCIL

AUTHORISED OFFICER
Name: Chris Fraser
Posn: Senior Development Engineer

EXECUTED UNDER S.377 LOCAL GOVERNMENT ACT 1993

Req:R746360 /Doc:DL AP272134 /Rev:05-Jul-2019 /NSW LRS /Prt:25-Feb-2026 12:18 /Seq:3 of 3
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

3) Insurance

The registered proprietor of the lot burdened must, at its cost, obtain and, at all times, keep current a public risk insurance policy for an amount of not less than $20 million (or such greater amount as required by the Council from time to time), noting the Council's interest, with a reputable insurer in the State of New South Wales which will cover liability in respect of any accident or damage to property or death of or injury to any person on the lot burdened arising from the exercise of the rights granted to the Council and its Authorised Persons under this easement.

4) Release

The registered proprietor of the lot burdened releases the Council and its Authorised Persons from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person on the lot burdened arising from the exercise of the rights granted to the Council and its Authorised Persons under this easement other than as may be caused or contributed to by the wilful or negligent act or omission of the Council and its Authorised Persons.

5) Indemnity

The registered proprietor of the lot burdened indemnifies the Council and its Authorised Persons from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the Council or for which the Council and its Authorised Persons may become liable in respect of any loss, damage, death or injury from any cause whatsoever on the lot burdened or to any personal property with or without the lot burdened, occasioned or contributed to by any act, omission, negligence or breach of the terms of this easement, arising from the exercise of the rights granted to the Council and its Authorised Persons under this easement, other than as may be caused or contributed to by the wilful or negligent act or omission of the Council and its Authorised Persons.

6) Name of authority empowered to release, vary or modify this easement

Hornsby Shire Council

EXECUTED BY COLAH GRAND PTY LTD
ABN 82 604 307 977
in accordance with section 127 of the
Corporations Act:

Signature of Director

MICHAEL MOIT
Name of Director

Signature of Director

PETER BLAKE
Name of Director

EXECUTED BY HORNSBY SHIRE COUNCIL

SIGNED BY HORNSBY SHIRE COUNCIL

AUTHORISED OFFICER
Name: Chris Fraser
Posn: Senior Development Engineer

EXECUTED UNDER S.377 LOCAL GOVERNMENT ACT 1993

Req:R746356 /Doc:DL AP744512 /Rev:06-Dec-2019 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:1 of 23
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

Form: 15CH
Release: 2·0

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

AP744512T

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/SP99501

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
6326J	Strata Choice Pty Ltd Locked Bag 1919 St Leonards NSW 1590 ph. 8424 9700 Reference: Account No. 132145H	CH

(C) The Owners-Strata Plan No. 99501 certify that a special resolution was passed on 21/8/2019

(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 62
Amended by-law No. NOT APPLICABLE
as fully set out below:

see attached Annexure

THE OWNERS - STRATA PLAN NO. 99501
Common Seal

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

(G) The seal of The Owners-Strata Plan No. 99501 was affixed on 20/11/2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Scott Martin

Authority: Strata Managing Agent

Signature:

Name:

Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Req:R746356 /Doc:DL AP744512 /Rev:06-Dec-2019 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 12:18 /Seq:2 of 23
© Office of the Registrar-General /Src:TRISearch /Ref:SP-260224-3188

ANNEXURE A

Plan 99501

By-Law 1
Car parking

1. An Owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit an invitee to park or stand any motor or other vehicle on common property except with the prior written consent of the Owners Corporation.
2. The Owners Corporation must not unreasonably withhold its consent to the parking or standing of a motor vehicle on the common property.
3. A consent under sub-clause (2) above must state the period for which it is given.
4. However, the Owners Corporation may cancel the consent by giving 7 days written notice to the occupier.

By-Law 2
Obstruction of common property

An Owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

By-Law 3
Damage to common property

1. An Owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior written consent of the Owners Corporation.
2. A consent given by the Owners Corporation under sub-clause (1) cannot authorise any additions to the common property.
3. This by-law does not prevent an Owner or person authorised by an Owner from installing:

    a. Any locking or other safety device for protection of the Owners lot against intruders or to improve safety within the Owners lot, or
    b. any screen or other device to prevent entry of animals or insects on the lot, or
    c. any structure or device to prevent harm to children, or
    d. any device used to affix decorative items to the internal surfaces of walls in the Owner's lot.

4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the Owners Corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of The Building and the strata scheme.
5. Despite section 62 of the *Strata Schemes Management Act* 1996, the Owner of a lot must:

    a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
    b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in sub-clause (3) that forms part of the common property and that services the lot.

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By-Law 4
Damage to lawns and plants on common property

1. The occupier of a lot must not, without the written consent of the Owners Corporation:

    a. damage a lawn, garden, tree, shrub, plant or flower on the common property; or
    b. use a part of the common property as a garden.

2. A consent under sub-clause (1) must state the period for which it is given.
3. However, the Owners Corporation may cancel the consent by giving 7 days written notice to the occupier.

By-Law 5
Behaviour of owners and occupiers

1. An Owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or occupier of another lot or to any person lawfully using common property.
2. An Owner or occupier of a lot must comply with any development consent issued in relation to the lot or the common property.

By-Law 6
Children playing on common property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within The Building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

By-Law 7
Behaviour of invitees

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

By-Law 8
Depositing rubbish and other material on common property

An Owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written consent of the Owners Corporation.

By-Law 9
Cleaning windows and doors

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

a. the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or,
b. that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

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By-Law 10
Storage of inflammable liquids and other substances materials

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

By-Law 11
Keeping of animals in lots

a. Subject to section 49(4) of the 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, or a small caged bird, or fish kept in a secure aquarium on the lot) or the common property.
b. The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
c. If an owner or occupier of a Lot keeps a cat, or small caged bird on the lot then the owner or occupier must:

    i. notify the Owners Corporation that the animal is being kept on the lot, and
    ii. keep the animal within the lot, and
    iii. control and restrain the animal (by eg keeping the animal on a leash or carrying the animal when it is on the common property), and

I. If an Owner or Occupier of a Lot is keeping a dog, that is declared a "dangerous dog" under the Companion Animals Act 1998 (NSW); or
II. The animal becomes offensive, noisy, vicious, aggressive or a nuisance.

By-Law 12
Apperance of lot

1. The Owner or occupier of a lot must not, without the prior written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of The Building and the strata scheme.
2. The occupier of a lot must not, without the written consent of the Owners Corporation:

    a. hang washing, bedding, or another doth article if the article is visible from another lot or common property, or from outside the scheme land; or
    b. display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

By-Law 13
Preservation of fire safety

The Owner or occupier of a lot must not do anything or permit any invitees of the Owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the lots or common property or to reduce the level of fire safety in the lots or common property.

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By-Law 14
Provision of amenities or services

1. The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the Owners or occupiers of one or more of the lots:

    a. electricity, water or gas supply;
    b. telecommunication services (including PABX telephone services, cable television and pay-per-view television (Pay TV));
    c. garbage disposal and recycling services;
    d. Domestic services;
    e. Window cleaning;
    f. Security services.

2. If the Owners Corporation makes a resolution referred to in sub-clause (1) to provide an amenity or service to a lot or to the Owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
3. The Owners Corporation may appoint a person or entity to install, replace and/or operate any of the services in sub-clause (1) within the strata scheme and to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such a facility throughout the lots, the strata scheme and common property.

By-Law 15
Compliance with planning and other requirements

a. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law;c
b. The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

By-Law 16
Scooters, skateboards and rollerblades

The Owner or occupier of a lot must not, without the written consent of the Owners Corporation:

a. ride a scooter, skateboard or rollerblades on the common property; or
b. permit an invitee to ride a scooter, skateboard or rollerblades on the common property.

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By-Law 17
Air conditioning system

a. Where an air-conditioning system is not originally installed during the construction of the building:

   I. An Owner of a lot must not install any air-conditioning equipment on the outside of the lot or on the balcony of the lot without obtaining consent of the Owners Corporation;
   II. Notwithstanding any other By-law, the owner of any tot shall not unreasonably withhold access to the Owners Corporation for the purpose of maintaining, servicing and keeping in a state of good and serviceable repair, any part of the common property within the Lot;
   III. Each owner shall be permitted to gain access to the areas of the Common Property necessary to maintain the elements of their air-conditioning equipment that may be located within the Common Property;
   IV. Any damage to Common Property that occurs or results from the maintenance or subsequent removal or replacement of, or use of, any air-conditioner;
   V. Air Conditioning apparatus must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
   VI. The Owners Corporation shall not unreasonably withhold consent to an Owner or Occupier for the installation of an air-conditioning system.

b. In any instance an Owner or Occupier shall bear sole responsibility of repairing, maintaining, operating and paying for costs in relation to any air-conditioning system that services the Lot of that Owner or Occupier.

By-Law 18
Security system

1. The Owners Corporation may operate a security system under which:

   a. parts of the common property are secured against entry by unauthorised persons; and
   b. locks and other security devices or procedures are used to implement the security system

2. The Owners Corporation is not liable for any loss or damage suffered to persons or property because:

   a. the security system fails or there is unauthorised entry to any part of the common property; or
   b. the security system is not operating.

By-Law 19
Actions of owners corporation

Where an Owner or occupier of a lot does not do something that it is required to do in accordance with these by-laws, the Owners Corporation may without notice to the Owner or occupier do that thing at the cost of the Owner of the relevant lot

By-Law 20
Noticeboard

The Executive Committee shall cause a notice-board to be affixed to some part of the common property and a copy of the minutes of a meeting of the Executive Committee to be displayed on the notice-board within days after that meeting and to be kept so displayed for a period of not less than fourteen (14) days.

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By-Law 21
Water and other services

An owner or occupier of a lot shall not: -

a. do any act manner or thing which may or could cause damage to or break down any water, electrical, telephone
or other services used in common with owners or occupiers of other lots; and
b. unnecessarily waste water supplied to and used in common with owners or occupiers of other lots.

By-Law 22
Speed limit

No vehicle shall travel at a speed greater than 5km/h whilst on any roadway on common property.

By-Law 23
Erection of telephone, electricity or other service cables

An owner or occupier of a lot shall not be entitled to erect above ground telephone, electricity or other service cables on the common property without the written consent of the Owners' Corporation as agreed upon in general meeting.

By-Law 24
Moving of certain articles

1. An Owner or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the Caretaker or, if no Caretaker, the Managing Agent. The notice must be given in sufficient time to enable the Caretaker or Managing Agent to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary.
2. An Owner or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Caretaker or, if no Caretaker, the Managing Agent. An Owner or Occupier may only use the lifts to move any article, the lifts must be fitted with the lift protection blankets provided and notice must be given in sufficient time to enable the Caretaker or Managing Agent to arrange for a representative of the Owners Corporation to be present at the ti me of moving if it is considered necessary.
3. The use of the central public piazza area is strictly prohibited to move any articles.

By-Law 25
Indemnities

That every member for the time being of the Executive Committee of the Owners Corporation shall be indemnified by the Owners Corporation out of its funds and assets against personal liability for the acts, receipts, neglects or defaults of any other member of the Executive Committee or of any managing agent or for any loss or liability occasioned to the Owners Corporation by any error of judgment or oversight on his part or for any loss, damage or misfortune whatever which shall happen during the course of the execution of the duties of his or her office or in relation thereto AND shall be further indemnified in similar manner against any liability incurred by him or her in defending any proceedings, whether criminal or civil, in respect of any such act, receipt, neglect, default, error or oversight.

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By-Law 26
Licences

The Executive Committee may at its discretion and for and on behalf of the Owners Corporation, grant a licence to a person or persons to use and/or occupy, on a temporary basis, part of the improvements erected upon the common property (excepting any improvements already leased) upon such terms as it considers fit PROVIDED THAT:-

I. The Executive Committee shall not grant a licence to any person or persons unless it has first formed the view that the grant is either in the interests of the Owners Corporation or is likely to benefit the Owners Corporation, and;
II. The licensee must not increase any insurance risk to the Owners Corporation; and
III. The licensee shall not use the premises for domestic purposes, and;
IV. Running and maintenance costs shall be paid at least weekly and in advance, and;
V. A licence shall be terminated upon a decision made in a General Meeting, and;
VI. A licence shall be issued for no longer than six(6) months; and

A bond shall be payable equivalent to eight (8) weeks of running and maintenance costs; and

VII. Any such licence shall not be interpreted or presented by any party as a substitute for or a circumvention of the legal requirements for the granting of a) a lease, b) special privilege, c) exclusive use of, d) a delegation of management powers for any of the above mentioned licensed premises.

By-Law 27
Noise

a. An owner or occupier of a lot must not create any noise on a lot or the property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property;
b. An owner or occupier of a lot must ensure that equipment and machinery in its Lot does not cause vibrations or noise in another part of The Building (eg tread mill, weight machines or washing machines);
c. Subject to any By Laws that may apply when building works are carried out, an Owner or Occupier or contractor may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 7.30am to 5.30pm Mondays to Fridays and 9.00am and to 3.00pm on Saturdays. An Owner or Occupier or contractor must not use power tools on Sundays and Public Holidays in New South Wales;
d. An Owner or Occupier may play or rehearse on musical instruments (other than percussion instruments) only between 9.00am to 6.00pm Monday to Friday. An Owner or Occupier must not play or rehearse on percussion instruments. This strictly applies to personal rehearsal of one instrument and shall not include the rehearsal of a Band;
e. An Owner or Occupier must not play live or other music which exceeds 65dB(A) at the boundary of its Lot after 11.00pm (or another hour reasonably determined by the Owners Corporation);
f. An Owner or Occupier must not carry out exercises in its Lot that results in rapid foot impact on the floor (eg aerobics or running on the spot) if this causes noise or vibrations in adjoining lots;
g. An Owner or Occupier must not unnecessarily create noise or vibration by knocking or banging against walls separating its lot from another lot.

By-Law 28
Drying of laundry items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside The Building.

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By-Law 29
Changes to floor coverings

a. An owner or occupier of a lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lotto any other lot. The notice must specify the type of the proposed floor covering or surface;
b. This By-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing ofthefloor covering or surface concerned.

By-Law 30
Floor coverings

An owner and occupier of a lot must ensure that all floor space within the lot is covered or otherwise treated

a. to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
b. Without limiting the requirements of this By Law, if an Owner or Occupier of a Lot is utilizing a floor finish within an Owner's Lot other than carpet, the minimum standard to be achieved for any such floor finish must be an Impact Insulation Class of 55(IIC55) or greater;
c. An Owner or Occupier of a Lot must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of a floor finish other than carpet to demonstrate compliance with this By Law;
d. This By-Law does not apply to floor space in a Lot comprising a kitchen, laundry, lavatory or bathroom which is located above a laundry, lavatory or bathroom;

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By-Law 31
Garbage disposal - responsibilities of owners and occupiers

a. An owner or occupier of a lot in the strata scheme that has shared receptacles for garbage, recyclable material or waste:

   i. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and;
   ii. must promptly remove any thing with the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

b. An owner or occupier of a lot:

   i. must comply with the local Council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and;
   ii. must notify the local Council of any loss or damage to, receptacles provided by the local Council for garbage, recyclable material or waste, and;

d. The Owners Corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local Council's requirements.
e. This By-Law does not require an Owner or Occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
f. The Owners Corporation will employ sufficient staff to ensure that general waste and recyclable materials are separated into appropriate containers and presented for removal or collection on designated collection days, and

   Waste transfer equipment, storage spaces and containers are maintained in a clean condition.

By-Law 32
Change in use of lot to be notified

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

By-Law 33
Prevention of hazards

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

By-Law 34
Not used

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By-Law 35
Signage

The Owners and Occupiers of a Lot:

a. Must not erect a sign on its Lot or Common Property;
b. Must act reasonably with regards to approving acceptable guidelines for signage where required;
c. Must not erect any "For Sale" or "For Lease" Signs on its Lot or Common Property without consent from the Owners Corporation. However, while the developer is an Owner, the developer may erect and display "For Lease" or "For Sale" signs in and/or around the Lots and Common Property without consent from the Owners Corporation.

By-Law 36
Signage in general

Further to the conditions outlined in By Law 35, Owners and Occupiers are subject to the following conditions:

a. each owner will be responsible for the proper maintenance and keeping in a state of good and serviceable repair, the said signage and the Common Property to which It is attached without expense to the Owners Corporation;
b. the consent of the appropriate authorities has been first had and obtained;
c. the work is undertaken by a licensed tradesman;
d. the sign advertisement name or notice to be placed on any part of the premises or The Building shall not an incongruous or unsightly nature having regard to the character and use of The Building;
e. the sign to be removed at the Owner's expense upon the Owner or Occupier vacating The Building;
f. An Owner or Occupier of a Lot must not erect any "For Sale" or "For Lease" Signs on its Lot or Common Property without consent from the Owners Corporation. However, while the developer is an Owner, the developer may erect and display "For Lease" and "For Sale" signs in and/or around the Lots and Common Property without consent from the Owners Corporation.

By-Law 37
Not used

By-Law 38
Severability

a. if a by-law is void, voidable, unenforceable or illegal but would not be void, voidable unenforceable or illegal if it were read down and is capable of being read down, then the by-law must be read down;
b. If a by-law is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, then those words must be severed. In any other case, the bylaw must be severed to the extent that it is void, voidable, unenforceable or illegal.

By-Law 39
Garbage disposal procedures

The provisions of this By Law in addition to the provisions of By Law 40.

The garbage management system for The Building will be a centralised system operated by the Owners Corporation.

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a. **Procedure for removal**

Garbage storage and removal shall operate as follows -

I. Owners and Occupiers of apartments must transport and place their household garbage in the Common Property garbage room located on the B3 level.
II. Owners and Occupiers of Apartments must transport and place their recyclable materials in the Common Property garbage room located in the B3 level.
III. The household garbage and recyclable materials are stored in the relevant Common Property garbage room located on Level B3 in clean and sanitary bins;
IV. The Owners Corporation shall organise and engage a contractor to manage the material within the garbage room located on B3 and garbage collection room located on the ground floor level;
V. The contractor shall remove the garbage and recycled material from the garbage holding and compaction rooms on Level 2 and transport it via the goods lift to the Garbage Room in the loading dock;
VI. The contractor shall manage the material within the Garbage Room located on the B3 level and the garbage collection room located on the ground floor level;
VII. The contractor shall organise and move the bins from the Garbage Room to the nominated areas within the loading dock as required for collection and removal from The Building;
VIII. Once the garbage and recyclable material have been removed from The Building, the contractor shall return all bins from the garbage collection room located on the ground floor level as soon as practical after collection and subsequently to the garbage room located on the B3 level as required.
IX. If Council does not provide a collection service the Owners Corporation shall organise and engage a Garbage Collection Contractor to collect the garbage and recyclable material from The Building;
X. Owners and Occupiers shall not be permitted to place any item that is not deemed to be common household garbage or recycling material in any garbage room areas or on any Common Property within or around The Building. These may include but not limited to:

    i. Furniture and electrical equipment
    ii. Furniture packaging
    iii. Clothing
    iv. Carpets
    v. Waste building material from any renovation or works undertaken
    vi. Luggage.

Owners and Occupiers shall organise the removal and disposal of these items at their own cost.

b. **Procedure for cleaning**

The cleaning of the Garbage storage and removal facilities for The Building shall operate as follows:

I. The contractor engaged to manage the movement of garbage and recycled material within The Building shall also be contracted to clean the garbage facilities;
II. The contractor shall clean all associated bins;
III. The contractor shall clean the Common Property garbage room and the garbage collection room;
IV. The contractor shall keep the designated part of the Loading Dock Area clean and tidy and immediately remove any rubbish and clean that part of the Loading Dock Area if garbage or recyclable materials are spilled.

c. **Procedure for Maintenance**

The Owners Corporation shall organize a contractor or contractors to maintain and repair the garbage facilities as required. The contractor or contractors shall:

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I. Maintain and repair the Common Property garbage holding room located on level B3 and garbage collection room located on the ground floor level;
II. Maintain and repairthe Garbage Room in the loading dock area.

d. **Paying Costs**

The Garbage Management System shall be paid for exclusively by the owners of the strata scheme.

By-Law 40
Using carwash bays

a. An Owner or Occupier may use the Carwash Bays to wash its vehicle during the hours nominated by theOwners Corporation.
b. When using the carwash bay, an Owner or Occupier must:

I. Not unreasonably obstruct the use of the other Carwash Bays by other Owners and Occupiers; and
II. Turn off all taps you have used and leave the carwash bays clean and tidy after you have finished; and
III. Comply with reasonable requirements of the Owners Corporation about using the carwash bays; and
IV. Only leave your vehicle in the carwash bay while you are cleaning the vehicle.

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By-Law 41
Restricting access to parts of the building and issuing security keys

a. Security at The Building is important to all Owners and Occupiers. To maintain an integrated security system, this By Law regulates access and security issues and the use of security equipment (eg the provision of security keys);
b. Subject to this By Law and Easements, the Owners Corporation may:

    I. Restrict by security key access to the carpark levels of any part of The Building; and
    II. Close off or restrict your access to parts of The Building to which you do not require access for the purposes of getting to your apartment; and
    III. Secure doors or gates in The Building between the hours it determines are appropriate to preserve the security of The Building and to protect Owners and Occupiers and their property; and
    IV. Allow security personnel to use part of the Common Property to operate or monitor security of The Building. The Owners Corporation may exclude you from using these parts of The Building; and
    V. Make agreements with another party (eg the caretaker-manager) to exercise its functions under this By Law. The agreement may have provisions requiring you to pay the other party an administration fee.

c. The Owners Corporation must provide:

    I. Each Owner and Occupier of a lot with a Security Key to access their lot; and
    II. Each Owner and Occupier of a lot with a Security Key to access Common Property which they are entitled to use,

    but only if that access is controlled by the integrated security system for The Building.

d. The Owners Corporation may charge you a fee if you want additional or replacement Security Keys.
e. An Owner or Occupier must:

    I. Take all reasonable steps not to lose a Security Key/s; and
    II. Return Security Key/s to the Owners Corporation if it does not need them or are no longer an Owner or Occupier; and
    III. Notify the Owners Corporation immediately if it loses a Security Key; and
    IV. Comply with the reasonable instructions of the Owners Corporation about Security Keys and in particular, instructions about recoding and returning Security Keys.

f. An Owner or Occupier must not:

    I. Copy a Security Key; or
    II. Give a Security Key to someone who is not an Owner or Occupier; or
    III. Interfere or shutdown any part of the integrated security system for The Building without consent from the Owners Corporation; or
    IV. Do anything that might prejudice the security or safety of The Building.

g. Security Keys belong to the Owners Corporation.
h. An Owner who leases a lot must include a requirement in the lease or licence that the Occupier return the Security Keys to the Owners Corporation when they no longer occupy the lot.
i. The Owners Corporation has the power to:

    I. Recode Security Keys; and
    II. Require an Owner or Occupier to promptly return its Security Keys to the Owners Corporation to be recoded; and
    III. Enter into agreements with service providers, the Strata Manager or caretaker-Manager about the provision and management of Security Keys and the management of Security Key systems generally.

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By-Law 42
Visitor parking

An Owner or Occupier of a tot:

a. May allow its genuine visitors to park in the visitors carspaces provided its visitors park there on a casual basis;
b. May give its genuine visitors any security access code or other Security Key device in order to obtain access to the Visitors carspace for casual parking;
c. Must not give any security access code or other Security Key device to any person who is not a genuine visitor to its lot; and
d. Must not allow its visitors to park in the visitors carspaces for any purpose other than casual visitor parking.

By-Law 43
Controllinig traffic in roadways

The Owners Corporation may:

a. Impose a speed limit for traffic in any roadways; and
b. Impose reasonable restrictions on the use of roadways; and
c. Install speed humps and other traffic control devices in roadways; and
d. Install signs to control traffic in roadways and, in particular, traffic entering and leaving the carpark of The Building.

By-Law 44
Not used

By-Law 45
Occupiers relocating

When occupiers are relocating either moving into The Building or out of The Building, they shall strictly comply with the following:

a. Not load and unload furniture off balconies;
b. Not damage lifts and lobbies;
c. Not park on foot paths or obstruct access points in any way;
d. Not use the public piazza area to transport items;
e. Not use the lifts without installingthe protective lift blankets provided.

By-Law 46
Satellite dishes

An Owner or Occupier must not install satellite dishes or aerials or other associated wires on balconies or Common Property.

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By-Law 47
Internal window coverings and blinds

a. The Owners Corporation must adopt a co-ordinated approach to the installation of window coverings and curtain linings to the insides of windows and doors;
b. The Owners and Occupiers of a Lot:

    I. May install internal curtains, blinds, louvres and shutters to windows and doors in the Lot provided they have an appearance from outside the Lot that is off-white; and
    II. Must have consent from the Owners Corporation to place, install, or retain internal curtains, blinds, louvers, shutters and window and door treatments other than those specified in By Law 47(b)I;
    III. Curtain linings or sheers are an acceptable method of achieving this provided they comply with the colours in By Law 47(b)I.

By-Law 48
Sunshades and window treatments

a. Owners and Occupiers must have consent from the Owners Corporation to install an external sunshade, sun blind, awning or other sunshading device on a Lot;
b. Owners and Occupiers must have consent from the Owners Corporation to place solar film or similar treatments on the internal or external surface of glass windows or doors.

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By-Law 49
Balcony furniture and landscaping

a. An Owner or Occupier of a Lot does not require consent from the Owners Corporation to keep outdoor furniture on the balcony of a Lot provided that the outdoor furniture:
b.

I. Is of a high quality and finish, commensurate with the quality of The Building; and
II. Is in keeping with the appearance of The Building; and
III. Properly maintains furniture on the balcony of a Lot and ensures that the furniture is clean and tidy at all times; and
IV. Is not fixed to the balcony of a Lot.

The Owner or Occupier must have consent from the Owners Corporation to fix furniture, decorative objects or any other items to the balcony of a Lot.

c. An Owner or Occupier of a Lot does not require consent from the Owners Corporation to keep landscaping on the balcony of a Lot provided that all elements of the landscaping (eg planter boxes and

I. Are of a high quality finish, commensurate with the quality of The Building; and
II. Are in keeping with the appearance of The Building; and
III. Regularly maintained; and
IV. Kept neat and tidy at all times; and
V. Do not hang or grow over the edge of the balcony; and
VI. Not watered in a manner where water enters another part of The Building; and
VII. Not watered in a manner which causes damage to another part of The Building.

The Owner or Occupier must have consent to fix brackets, hangers, shelves or trellis type structures (or similar fixtures) on the balcony of a Lot which are in relation to landscaping under this By Law 49 (b) hereof.

d. An Owner or Occupier must immediately remove furniture or landscaping from the balcony of a Lot if:

I. It does not comply with this By Law 49 hereof; or
II. The furniture and/or landscaping has or may damage another part of The Building.

By-Law 50
Colour schemes and paint work

An Owner or Occupier of a Lot must have consent from the Owners Corporation to change the colour or surface of any wall, window, door, floor, ceiling or other surface or item in a Lot or Common Property if the proposed colour or surface changes oris not in keeping with the external appearance of The Building;

By-Law 51
External lighting

An Owner or Occupier must have consent from the Owners Corporation to change the existing exterior lighting in a Lot or Common Property.

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By-Law 52
External finishes

An Owner or Occupier must have consent from the Owners Corporation and Council to change the existing exterior balustrade, flooring or fittings in a Lot or Common Property.

By-Law 53
Installing security devices

a. An Owner or Occupier must have consent from the Owners Corporation to install security devices including, without limitation, security doors or windows, screens, grills, alarms or locks;
b. The Owners Corporation shall generally consent to an application to install a security door or window in a Lot or Common Property if:

    I. The door or window is finished in a colour that matches the existing door or window frame; and
    II. The security door or window matches the full size of the existing door or window and does not detract from or dominate the existing detail.

    The Owners Corporation shall generally not consent to the installation of a Security door to the entry door to a Lot.

c. An Owner or Occupier may install a security alarm within a Lot or Common Property without consent from the Owners Corporation if:
    I. The alarm is a "back to base" facility;
    II. The alarm is silent;
    III. The alarm does not have flashing lights;
    IV. The installation is not attached to or does not interfere with Common Property (eg is not attached to the ceiling of the balcony above the Lot); and

    An Owner or Occupier must obtain consent from the Owners Corporation if the proposed installation of a security alarm is not in accordance with this By Law 60(c) hereof.

d. An Owner or Occupier must have consent from the Owners Corporation to install any type of security device not contemplated by this By Law 53. The Owners Corporation shall generally consent to the installation of other security devices if:

    I. The device is in keeping with the appearance of The Building; and
    II. The device is not likely to cause a nuisance or interfere with the enjoyment of other Owners or Occupiers.

By-Law 54
Enclosing a carspace

a. An Owner or Occupier must have consent from Council and the Owners Corporation to enclose a Carspace. The Owners Corporation will not consent to the enclosure of a Carspace unless:

    I. The enclosure takes place wholly within the carspace;
    II. The enclosure complies with the current carparking requirements of Council;
    III. The Owner or Occupier has consent from the adjoining carspace owner;
    IV. The enclosure is wholly within the carspace to be enclosed;
    V. All fire sprinklers, fire control, smoke exhaust ventilation and other services affected by the enclosure are dealt with to the satisfaction of the Owners Corporation;
    VI. Consent is obtained from the Owners Corporation; and
    VII. In the case of an Occupier has obtained consent from the Owner of its the Lot.

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By-Law 55
Screening and enclosing balconies

a. An Owner or Occupier must not install any privacy screen on the balcony of a Lot.
b. An Owner or Occupier must not enclose the balcony of a Lot in any way, shape or form.

By-Law 56
Lock maintenance

Pursuant to Section 62(3), the Owners Corporation has deemed it appropriate to repair, maintenance, replace or renew any locking mechanism fitted to any door, window or other opening (including the mailbox lock) on the boundary of any part of an owner's lot within the strata scheme.

By-Law 57
Caretaker-manager agreement

a. The Owners Corporation may appoint and enter into agreements with a caretaker-manager to have responsibility in relation to the control, management and administration of the Common Property. The Owners Corporation may enter into such agreements with a caretaker-manager during the initial period.
b. Terms relating to the agreement with any caretaker-manager may include the following: -

I. Caretaking, supervising and servicing common property;
II. Supervising cleaning, repair, maintenance, renewal and replacement of Common Property and any personal property vested in the Owners Corporation and garbage removal services;
III. Supervising Owners Corporation employees and contractors;
IV. Supervising the strata scheme generally;
V. Co-ordinating the carrying out of building works;
VI. Co-ordinating deliveries and the movements of goods, furniture and other large articles through Common Property;
VII. Doing anything else that the Owners Corporation agrees is necessary for the operation and management of the strata scheme;
VIII. Providing cleaning and gardening services to the Owners Corporation;
IX. Anything else reasonably necessary to assist the caretaker-manager to perform its duties and exercise its powers in relation to the control, management and administration of the Common Property.

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By-Law 58
Exclusive use by laws

a. Exclusive Use By Laws means granting the Owners or Occupiers exclusive use and special privilege for parts of the Common Property according to Division 4, chapter 2 in Part 5 of the *Strata Schemes Management Act* 1996. An Exclusive Use By Law makes the Owner or Occupier responsible for the Common Property that they exclusively use or have the benefit of.
b. The Owners Corporation may by special resolution:

    I. Create, amend or cancel an Exclusive Use By Law with the written consent of each owner who benefits (or will benefit) from the Exclusive Use By Law; and
    II. Amend or cancel this By Law 58 only with the written authority of each owner who benefits (or will benefit) from the Exclusive Use By Law.

c. An Owner or Occupier must indemnify the Owners Corporation against all claims and liability caused by exercising the rights or complying with the obligations of the Owner or Occupier under an Exclusive Use By Law.
d. An Owner or Occupier must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising the Owners or Occupiers' rights or obligations under an Exclusive Use By Law.
e. An Owner or Occupier must repair damage caused by the Owner or Occupier (or anyone acting on their behalf) caused to the Common Property or the property of another owner or occupier when exercising the rights or complying with obligations under the Exclusive Use By Law.
f. The Owners Corporation has the right to allocate Exclusive Use of any area of the Common Property to a lot to be owned or occupied by the caretaker-manager.

By-Law 59
Lots in courtyards

The Owners and Occupiers of any lot which comprises a courtyard agree and acknowledge that they are each responsible for (at their own cost):

a. maintenance and upkeep of the courtyard area as a garden and such to be maintained and kept in a condition and state as shall reasonably be required by the Owners Corporation;
b. provided that each of the Owners complies with part (a) hereof, the obligation in this By-law does not extend to structural maintenance and repair of the any part of the courtyard area which comprises Common Property, which remains the obligation of the Owners Corporation;
c. the Owners Corporation may determine to undertake the obligation of the Owners under this By-law in the event that any such Owner shall not comply with his, her or their obligation and in which case, each of such Owner will be responsible for the costs of the Owners Corporation in undertaking such works;
d. the Owners Corporation shall have the power to recover any costs associated with the enforcement of any provision of this By-law from a Owner as a debt by way of a Levy charged to the Lot;
e. the Owners Corporation must serve on the Owner a written notice of the contribution payable;
f. the Owners Corporation may charge interest on any contribution payable under this By-law pursuant to Section 79 of the *Strata Schemes Management Act* 1996 and may initiate debt recovery proceedings for any contribution payable under this By-law pursuant to Section 80 of the *Strata Schemes Management Act* 1996.

By-Law 60
Not used

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By-Law 61
Interpretation

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

a. words importing persons shall include individuals, corporations, bodies corporate and politic as the case may be and words importing any of the foregoing shall include such other of the foregoing as may be appropriate;
b. words importing the singular number or plural number shall be deemed to include the plural number or singular number respectively;
c. words importing any gender shall include all other genders as the case may require;
d. references to statutes, ordinances or regulations shall include any statutes, ordinances or regulations amending, consolidating or replacing the same and all subordinate or other legislation from time to time relating thereto or in connection therewith;
e. a reference to any condition, clause, sub-clause, paragraph, annexure, attachment, schedule or exhibit shall be a reference to a condition, clause, sub-clause, paragraph, annexure, attachment, schedule or exhibit of or to these by-laws;
f. any covenant, term, condition or provision of this contract to be performed or warranty, guarantee or indemnity given by two or more persons shall bind those persons jointly and each of them severally;
g. the terms, conditions, clauses or paragraphs of these by-laws nor in any way affect this contract;
h. a reference to any party or to any Authority or to the Council or to any other person, corporation or association shall be a reference to them as so constituted from time to time and shall include their successors and permitted assigns and in respect of any Authority or the Council, and
i. any headings contained herein are inserted only as a matter of convenience and in no way define, limit construe or describe the scope or intent of administrator thereof or other person appointed by or on behalf of the New South Wales government or any Minister thereof and anybody in which that Authority or Council is merged or which as at the relevant time substantially fulfills the functions of that Authority or Council.

For the purposes of determining whether a particular item in the strata scheme is part of an owner's lot or is common property, the provisions of Memorandum AG60000 shall apply except to the extent that such Memorandum is inconsistent with the terms of these By-Laws, in which case the terms of these By-Laws shall prevail.

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Special By-law 62

Empowering by-law – Delegation Minor Renovations

PART 1
DEFINITIONS & INTERPRETATION

1.1 In this by-law:

(a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.

(b) **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016 as well as* any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*, excluding the following works:

i. nil

(c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 99501

(d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
(d) references to legislation includes references to amending and replacing legislation.

PART 2
GRANT OF RIGHTS

2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

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Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 99501 was affixed on ^ 20/11/19 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: Scott Martin Authority: Strata Managing Agent

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

THE OWNERS - STRATA PLAN NO 99501 Common Seal

^ Insert appropriate date
* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in it entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

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Lodger Details

Lodger Code	506460R
Name	STRATA TITLE LAWYERS PTY LTD
Address	L 10, UNIT 1, 46 MARKET ST SYDNEY 2000
Lodger Box	1W
Email	TOM@STRATATITLELAWYERS.COM.AU
Reference	SP 99501

Land Registry Document Identification

AS967439

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/SP99501	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP99501

Other legal entity

Meeting Date

03/11/2022

Added by-law No.	
Details	65 and 66
Amended by-law No.	
Details	Not Applicable
Repealed by-law No.	
Details	Not Applicable

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. SP99501
Signer Name	LEANNE KAWALSKY
Signer Organisation	STRATA TITLE LAWYERS PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	29/03/2023

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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

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

(A) **TORRENS TITLE**

For the common property
CP/SP99501

(B) **LODGED BY**

Document Collection Box	Name / Company / Address / E-mail / Contact Number / Customer Account Number / Reference	CODE
1W	Company STRATA TITLE LAWYERS Address SUITE 1, LEVEL 10, 46 MARKET STREET, SYDNEY 2000 E-mail info@stratatitlelawyers.com.au Contact Number (02) 9091 8068 Customer Account Number 136543 Reference SP99501	CH

(C) The Owner-Strata Plan No. 99501 certify that a special resolution was passed on 3/11/2022

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

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. By-Laws 65 & 66
Amended by-law No. NOT APPLICABLE
as fully set out below :

- PLEASE SEE ATTACHED ANNEXURE "A" FOR CONSOLIDATED BY-LAWS

- REFER TO TABLE OF CONTENTS ON PAGE 2 FOR PAGE REFERENCES

- APPROVED FORM 23 IS ATTACHED AS ANNEXURE "B"

(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. 99501 was affixed on 02/03/2023 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 : Electronic signature of me Michael Vumbaca, Affixed at my direction on 02/03/2023 at 02:30PM

Name : Michael Vumbaca

Authority : STRATA MANAGER

Signature :

Name :

Authority :

THE OWNERS STRATA PLAN NO. 99501 The Common Seal of

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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ANNEXURE A

THE OWNERS – STRATA PLAN NO 99501

CONSOLIDATED BY-LAWS

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THE OWNERS STRATA PLAN NO. 99501 The Common Seal of

Electronic signature of me Michael Vumbaca,
Affixed at my direction on 02/03/2023 at 02:30PM

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1 Car Parking

1. An Owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit an invitee to park or stand any motor or other vehicle on common property except with the prior written consent of the Owners Corporation.

2. The Owners Corporation must not unreasonably withhold its consent to the parking or standing of a motor vehicle on the common property.

3. A consent under sub-clause (2) above must state the period for which it is given.

4. However, the Owners Corporation may cancel the consent by giving 7 days written notice to the occupier.

2 Obstruction of Common Property

An Owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

3 Damage to Common Property

1. An Owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior written consent of the Owners Corporation.

2. A consent given by the Owners Corporation under sub-clause (1) cannot authorise any additions to the common property.

3. This by-law does not prevent an Owner or person authorised by an Owner from installing:

    a. Any locking or other safety device for protection of the Owners lot against intruders or to improve safety within the Owners lot, or

    b. any screen or other device to prevent entry of animals or insects on the lot, or

    c. any structure or device to prevent harm to children, or

    d. any device used to affix decorative items to the internal surfaces of walls in the Owner's lot.

4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the Owners Corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of The Building and the strata scheme.

5. Despite section 62 of the *Strata Schemes Management Act 1996*, the Owner of a lot must:

    a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and

    b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in sub-clause (3) that forms part of the common property and that services the lot.

4 Damage to Lawns and Plants on Common Property

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1. The occupier of a lot must not, without the written consent of the Owners Corporation:

   a. damage a lawn, garden, tree, shrub, plant or flower on the common property; or

   b. use a part of the common property as a garden.

2. A consent under sub-clause (1) must state the period for which it is given.

3. However, the Owners Corporation may cancel the consent by giving 7 days written notice to the occupier.

5 Behaviour of Owners and Occupiers

1. An Owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or occupier of another lot or to any person lawfully using common property.

2. An Owner or occupier of a lot must comply with any development consent issued in relation to the lot or the common property.

6 Children Playing on Common Property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within The Building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

7 Behaviour of Invitees

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

8 Depositing Rubbish and Other Material on Common Property

An Owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written consent of the Owners Corporation.

9 Cleaning Windows and Doors

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

a. the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or,

b. that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

10 Storage of Inflammable Liquids and Other Substances and Materials

1. An Owner or occupier of a lot must not, except with the prior written consent of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

11 Keeping of Animals in Lots

a. Subject to section 49(4) of the 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, or a small caged bird, or fish kept in a secure aquarium on the lot) or the common property.

b. The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

c. If an owner or occupier of a Lot keeps a cat, or small caged bird on the lot then the owner or occupier must:

i. notify the Owners Corporation that the animal is being kept on the lot, and

ii. keep the animal within the lot, and

iii. control and restrain the animal (by eg keeping the animal on a leash or carrying the animal when it is on the common property), and

I. If an Owner or Occupier of a Lot is keeping a dog, that is declared a "dangerous dog" under the *Companion Animals Act 1998 (NSW)*; or

II. The animal becomes offensive, noisy, vicious, aggressive or a nuisance.

12 Appearance of Lot

1. The Owner or occupier of a lot must not, without the prior written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of The Building and the strata scheme.

2. The occupier of a lot must not, without the written consent of the Owners Corporation:

a. hang washing, bedding, or another doth article if the article is visible from another lot or common property, or from outside the scheme land; or

b. display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

13 Preservation of Fire Safety

The Owner or occupier of a lot must not do anything or permit any invitees of the Owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the lots or common property or to reduce the level of fire safety in the lots or common property.

14 Provision of Amenities or Services

1. The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the Owners or occupiers of one or more of the lots:

a. electricity, water or gas supply;

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b. telecommunication services (including PABX telephone services, cable television and pay-per-view television (Pay TV));

c. garbage disposal and recycling services;

d. Domestic services;

e. Window cleaning;

f. Security services.

2. If the Owners Corporation makes a resolution referred to in sub-clause (1) to provide an amenity or service to a lot or to the Owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

3. The Owners Corporation may appoint a person or entity to install, replace and/or operate any of the services in sub-clause (1) within the strata scheme and to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such a facility throughout the lots, the strata scheme and common property.

15 Compliance with Planning and other Requirements

a. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law;

b. The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

16 Scooters, Skateboards and Rollerblades

The Owner or occupier of a lot must not, without the written consent of the Owners Corporation:

a. ride a scooter, skateboard or rollerblades on the common property; or

b. permit an invitee to ride a scooter, skateboard or rollerblades on the common property.

17 Air Conditioning System

a. Where an air-conditioning system is not originally installed during the construction of the building:

I. An Owner of a lot must not install any air-conditioning equipment on the outside of the lot or on the balcony of the lot without obtaining consent of the Owners Corporation;

II. Notwithstanding any other By-law, the owner of any lot shall not unreasonably withhold access to the Owners Corporation for the purpose of maintaining, servicing and keeping in a state of good and serviceable repair, any part of the common property within the Lot;

III. Each owner shall be permitted to gain access to the areas of the Common Property necessary to maintain the elements of their air-conditioning equipment that may be located within the Common Property;

IV. Any damage to Common Property that occurs or results from the maintenance or subsequent removal or replacement of, or use of, any air-conditioner;

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V. Air Conditioning apparatus must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

VI. The Owners Corporation shall not unreasonably withhold consent to an Owner or Occupier for the installation of an air-conditioning system.

b. In any instance an Owner or Occupier shall bear sole responsibility of repairing, maintaining, operating and paying for costs in relation to any air-conditioning system that services the Lot of that Owner or Occupier.

18 Security System

1. The Owners Corporation may operate a security system under which:

   a. parts of the common property are secured against entry by unauthorised persons; and

   b. locks and other security devices or procedures are used to implement the security system

2. The Owners Corporation is not liable for any loss or damage suffered to persons or property because:

   a. the security system fails or there is unauthorised entry to any part of the common property; or

   b. the security system is not operating.

19 Actions of Owners Corporation

Where an Owner or occupier of a lot does not do something that it is required to do in accordance with these by-laws, the Owners Corporation may without notice to the Owner or occupier do that thing at the cost of the Owner of the relevant lot.

20 Noticeboard

The Executive Committee shall cause a notice-board to be affixed to some part of the common property and a copy of the minutes of a meeting of the Executive Committee to be displayed on the notice-board within days after that meeting and to be kept so displayed for a period of not less than fourteen (14) days.

21 Water and other Services

An owner or occupier of a lot shall not: -

a. do any act manner or thing which may or could cause damage to or break down any water, electrical, telephone or other services used in common with owners or occupiers of other lots; and

b. unnecessarily waste water supplied to and used in common with owners or occupiers of other lots.

22 Speed Limit

No vehicle shall travel at a speed greater than 5km/h whilst on any roadway on common property.

23 Erection of Telephone, Electricity or other Service Cables

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An owner or occupier of a lot shall not be entitled to erect above ground telephone, electricity or other service cables on the common property without the written consent of the Owners' Corporation as agreed upon in general meeting.

24 Moving of Certain Articles

1. An Owner or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the Caretaker or, if no Caretaker, the Managing Agent. The notice must be given in sufficient time to enable the Caretaker or Managing Agent to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary.

2. An Owner or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Caretaker or, if no Caretaker, the Managing Agent. An Owner or Occupier may only use the lifts to move any article, the lifts must be fitted with the lift protection blankets provided and notice must be given in sufficient time to enable the Caretaker or Managing Agent to arrange for a representative of the Owners Corporation to be present at the ti me of moving if it is considered necessary.

3. The use of the central public piazza area is strictly prohibited to move any articles.

25 Indemnities

That every member for the time being of the Executive Committee of the Owners Corporation shall be indemnified by the Owners Corporation out of its funds and assets against personal liability for the acts, receipts, neglects or defaults of any other member of the Executive Committee or of any managing agent or for any loss or liability occasioned to the Owners Corporation by any error of judgment or oversight on his part or for any loss, damage or misfortune whatever which shall happen during the course of the execution of the duties of his or her office or in relation thereto AND shall be further indemnified in similar manner against any liability incurred by him or her in defending any proceedings, whether criminal or civil, in respect of any such act, receipt, neglect, default, error or oversight.

26 Licences

The Executive Committee may at its discretion and for and on behalf of the Owners Corporation, grant a licence to a person or persons to use and/or occupy, on a temporary basis, part of the improvements erected upon the common property (excepting any improvements already leased) upon such terms as it considers fit PROVIDED THAT:-

I. The Executive Committee shall not grant a licence to any person or persons unless it has first formed the view that the grant is either in the interests of the Owners Corporation or is likely to benefit the Owners Corporation, and;

II. The licensee must not increase any insurance risk to the Owners Corporation; and

III. The licensee shall not use the premises for domestic purposes, and;

IV. Running and maintenance costs shall be paid at least weekly and in advance, and;

V. A licence shall be terminated upon a decision made in a General Meeting, and;

VI. A licence shall be issued for no longer than six (6) months; and

A bond shall be payable equivalent to eight (8) weeks of running and maintenance costs; and

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VII. Any such licence shall not be interpreted or presented by any party as a substitute for or a circumvention of the legal requirements for the granting of

a) a lease,

b) special privilege,

c) exclusive use of,

d) a delegation of management powers for any of the above mentioned licensed premises

27 Noise

a. An owner or occupier of a lot must not create any noise on a lot or the property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property;

b. An owner or occupier of a lot must ensure that equipment and machinery in its Lot does not cause vibrations or noise in another part of The Building (eg tread mill, weight machines or washing machines);

c. Subject to any By Laws that may apply when building works are carried out, an Owner or Occupier or contractor may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 7.30am to 5.30pm Mondays to Fridays and 9.00am and to 3.00pm on Saturdays. An Owner or Occupier or contractor must not use power tools on Sundays and Public Holidays in New South Wales;

d. An Owner or Occupier may play or rehearse on musical instruments (other than percussion instruments) only between 9.00am to 6.00pm Monday to Friday. An Owner or Occupier must not play or rehearse on percussion instruments. This strictly applies to personal rehearsal of one instrument and shall not include the rehearsal of a Band;

e. An Owner or Occupier must not play live or other music which exceeds 65dB(A) at the boundary of its Lot after 11.00pm (or another hour reasonably determined by the Owners Corporation);

f. An Owner or Occupier must not carry out exercises in its Lot that results in rapid foot impact on the floor (eg aerobics or running on the spot) if this causes noise or vibrations in adjoining lots;

g. An Owner or Occupier must not unnecessarily create noise or vibration by knocking or banging against walls separating its lot from another lot.

28 Drying of Laundry Items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside The Building.

29 Changes to Floor Coverings

a. An owner or occupier of a lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lotto any other lot. The notice must specify the type of the proposed floor covering or surface;

b. This By-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

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30 Floor Coverings

An owner and occupier of a lot must ensure that all floor space within the lot is covered or otherwise treated

a. to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot;

b. Without limiting the requirements of this By Law, if an Owner or Occupier of a Lot is utilizing a floor finish within an Owner's Lot other than carpet, the minimum standard to be achieved for any such floor finish must be an Impact Insulation Class of 55(IIC55) or greater;

c. An Owner or Occupier of a Lot must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of a floor finish other than carpet to demonstrate compliance with this By Law;

d. This By-Law does not apply to floor space in a Lot comprising a kitchen, laundry, lavatory or bathroom which is located above a laundry, lavatory or bathroom;

31 Garbage Disposal - Responsibilities of Owners and Occupiers

a. An owner or occupier of a lot in the strata scheme that has shared receptacles for garbage, recyclable material or waste:

   i. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and;

   ii. must promptly remove any thing with the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

b. An owner or occupier of a lot:

   i. must comply with the local Council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and;

   ii. must notify the local Council of any loss or damage to, receptacles provided by the local Council for garbage, recyclable material or waste, and;

d. The Owners Corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local Council's requirements.

e. This By-Law does not require an Owner or Occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

f. The Owners Corporation will employ sufficient staff to ensure that general waste and recyclable materials are separated into appropriate containers and presented for removal or collection on designated collection days, and

   Waste transfer equipment, storage spaces and containers are maintained in a clean condition.

32 Change in Use of Lot to be Notified

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

33 Prevention of Hazards

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

34 NOT USED

35 Signage

The Owners and Occupiers of a Lot:

a. Must not erect a sign on its Lot or Common Property;

b. Must act reasonably with regards to approving acceptable guidelines for signage where required;

c. Must not erect any "For Sale" or "For Lease" Signs on its Lot or Common Property without consent from the Owners Corporation. However, while the developer is an Owner, the developer may erect and display "For Lease" or "For Sale" signs in and/or around the Lots and Common Property without consent from the Owners Corporation.

36 Signage in General

Further to the conditions outlined in By Law 35, Owners and Occupiers are subject to the following conditions:

a. each owner will be responsible for the proper maintenance and keeping in a state of good and serviceable repair, the said signage and the Common Property to which it is attached without expense to the Owners Corporation;

b. the consent of the appropriate authorities has been first had and obtained;

c. the work is undertaken by a licensed tradesman;

d. the sign advertisement name or notice to be placed on any part of the premises or The Building shall not an incongruous or unsightly nature having regard to the character and use of The Building;

e. the sign to be removed at the Owner's expense upon the Owner or Occupier vacating The Building;

f. An Owner or Occupier of a Lot must not erect any "For Sale" or "For Lease" Signs on its Lot or Common Property without consent from the Owners Corporation. However, while the developer is an Owner, the developer may erect and display "For Lease" and "For Sale" signs in and/or around the Lots and Common Property without consent from the Owners Corporation.

37 NOT USED

38 Severability

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a. if a by-law is void, voidable, unenforceable or illegal but would not be void, voidable unenforceable or illegal if it were read down and is capable of being read down, then the by-law must be read down;

b. If a by-law is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, then those words must be severed. In any other case, the bylaw must be severed to the extent that it is void, voidable, unenforceable or illegal.

39 Garbage Disposal Procedures

The provisions of this By Law in addition to the provisions of By Law 40.

The garbage management system for The Building will be a centralised system operated by the Owners Corporation.

a. Procedure for removal

Garbage storage and removal shall operate as follows -

I. Owners and Occupiers of apartments must transport and place their household garbage in the Common Property garbage room located on the B3 level.

II. Owners and Occupiers of Apartments must transport and place their recyclable materials in the Common Property garbage room located in the B3 level.

III. The household garbage and recyclable materials are stored in the relevant Common Property garbage room located on Level B3 in clean and sanitary bins;

IV. The Owners Corporation shall organise and engage a contractor to manage the material within the garbage room located on B3 and garbage collection room located on the ground floor level;

V. The contractor shall remove the garbage and recycled material from the garbage holding and compaction rooms on Level 2 and transport it via the goods lift to the Garbage Room in the loading dock;

VI. The contractor shall manage the material within the Garbage Room located on the B3 level and the garbage collection room located on the ground floor level;

VII. The contractor shall organise and move the bins from the Garbage Room to the nominated areas within the loading dock as required for collection and removal from The Building;

VIII. Once the garbage and recyclable material have been removed from The Building, the contractor shall return all bins from the garbage collection room located on the ground floor level as soon as practical after collection and subsequently to the garbage room located on the B3 level as required.

IX. If Council does not provide a collection service the Owners Corporation shall organise and engage a Garbage Collection Contractor to collect the garbage and recyclable material from The Building;

X. Owners and Occupiers shall not be permitted to place any item that is not deemed to be common household garbage or recycling material in any garbage room areas or on any Common Property within or around The Building. These may include but not limited to:

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i. Furniture and electrical equipment

ii. Furniture packaging

iii. Clothing

iv. Carpets

v. Waste building material from any renovation or works undertaken

vi. Luggage.

Owners and Occupiers shall organise the removal and disposal of these items at their own cost.

b. Procedure for cleaning

The cleaning of the Garbage storage and removal facilities for The Building shall operate as follows:

I. The contractor engaged to manage the movement of garbage and recycled material within The Building shall also be contracted to clean the garbage facilities;

II. The contractor shall clean all associated bins;

III. The contractor shall clean the Common Property garbage room and the garbage collection room;

IV. The contractor shall keep the designated part of the Loading Dock Area clean and tidy and immediately remove any rubbish and clean that part of the Loading Dock Area if garbage or recyclable materials are spilled.

c. Procedure for Maintenance

The Owners Corporation shall organize a contractor or contractors to maintain and repair the garbage facilities as required. The contractor or contractors shall:

I. Maintain and repair the Common Property garbage holding room located on level B3 and garbage collection room located on the ground floor level;

II. Maintain and repair the Garbage Room in the loading dock area.

d. Paying Costs

The Garbage Management System shall be paid for exclusively by the owners of the strata scheme.

40 Using Carwash Bays

a. An Owner or Occupier may use the Carwash Bays to wash its vehicle during the hours nominated by the Owners Corporation.

b. When using the carwash bay, an Owner or Occupier must:

I. Not unreasonably obstruct the use of the other Carwash Bays by other Owners and Occupiers; and

II. Turn off all taps you have used and leave the carwash bays clean and tidy after you have finished; and

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III. Comply with reasonable requirements of the Owners Corporation about using the carwash bays; and

IV. Only leave your vehicle in the carwash bay while you are cleaning the vehicle.

41 Restricting Access to Parts of the Building and Issuing Security Keys

a. Security at The Building is important to all Owners and Occupiers. To maintain an integrated security system, this By Law regulates access and security issues and the use of security equipment (eg the provision of security keys);

b. Subject to this By Law and Easements, the Owners Corporation may:

I. Restrict by security key access to the carpark levels of any part of The Building; and

II. Close off or restrict your access to parts of The Building to which you do not require access for the purposes of getting to your apartment; and

III. Secure doors or gates in The Building between the hours it determines are appropriate to preserve the security of The Building and to protect Owners and Occupiers and their property; and

IV. Allow security personnel to use part of the Common Property to operate or monitor security of The Building. The Owners Corporation may exclude you from using these parts of The Building; and

V. Make agreements with another party (eg the caretaker-manager) to exercise its functions under this By Law. The agreement may have provisions requiring you to pay the other party an administration fee.

c. The Owners Corporation must provide:

I. Each Owner and Occupier of a lot with a Security Key to access their lot; and

II. Each Owner and Occupier of a lot with a Security Key to access Common Property which they are entitled to use,

but only if that access is controlled by the integrated security system for The Building.

d. The Owners Corporation may charge you a fee if you want additional or replacement Security Keys.

e. An Owner or Occupier must:

I. Take all reasonable steps not to lose a Security Key/s; and

II. Return Security Key/s to the Owners Corporation if it does not need them or are no longer an Owner or Occupier; and

III. Notify the Owners Corporation immediately if it loses a Security Key; and

IV. Comply with the reasonable instructions of the Owners Corporation about Security Keys and in particular, instructions about recoding and returning Security Keys.

f. An Owner or Occupier must not:

I. Copy a Security Key; or

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II. Give a Security Key to someone who is not an Owner or Occupier; or

III. Interfere or shutdown any part of the integrated security system for The Building without consent from the Owners Corporation; or

IV. Do anything that might prejudice the security or safety of The Building.

g. Security Keys belong to the Owners Corporation.

h. An Owner who leases a lot must include a requirement in the lease or licence that the Occupier return the Security Keys to the Owners Corporation when they no longer occupy the lot.

i. The Owners Corporation has the power to:

I. Recode Security Keys; and

II. Require an Owner or Occupier to promptly return its Security Keys to the Owners Corporation to be recoded; and

III. Enter into agreements with service providers, the Strata Manager or caretaker-Manager about the provision and management of Security Keys and the management of Security Key systems generally.

42 Visitor Parking

An Owner or Occupier of a lot:

a. May allow its genuine visitors to park in the visitors carspaces provided its visitors park there on a casual basis;

b. May give its genuine visitors any security access code or other Security Key device in order to obtain access to the Visitors carspace for casual parking;

c. Must not give any security access code or other Security Key device to any person who is not a genuine visitor to its lot; and

d. Must not allow its visitors to park in the visitors carspaces for any purpose other than casual visitor parking.

43 Controlling Traffic in Roadways

The Owners Corporation may:

a. Impose a speed limit for traffic in any roadways; and

b. Impose reasonable restrictions on the use of roadways; and

c. Install speed humps and other traffic control devices in roadways; and

d. Install signs to control traffic in roadways and, in particular, traffic entering and leaving the carpark of The Building.

44 NOT USED

45 Occupiers Relocating

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When occupiers are relocating either moving into The Building or out of The Building, they shall strictly comply with the following:

a. Not load and unload furniture off balconies;

b. Not damage lifts and lobbies;

c. Not park on foot paths or obstruct access points in any way;

d. Not use the public piazza area to transport items;

e. Not use the lifts without installing the protective lift blankets provided.

46 Satellite Dishes

An Owner or Occupier must not install satellite dishes or aerials or other associated wires on balconies or Common Property.

47 Internal window coverings and blinds

a. The Owners Corporation must adopt a co-ordinated approach to the installation of window coverings and curtain linings to the insides of windows and doors;

b. The Owners and Occupiers of a Lot:

I. May install internal curtains, blinds, louvres and shutters to windows and doors in the Lot provided they have an appearance from outside the Lot that is off-white; and

II. Must have consent from the Owners Corporation to place, install, or retain internal curtains, blinds, louvers, shutters and window and door treatments other than those specified in By Law 47(b)I;

III. Curtain linings or sheers are an acceptable method of achieving this provided they comply with the colours in By Law 47(b)I.

48 Sunshades and Window Treatments

a. Owners and Occupiers must have consent from the Owners Corporation to install an external sunshade, sun blind, awning or other sunshading device on a Lot;

b. Owners and Occupiers must have consent from the Owners Corporation to place solar film or similar treatments on the internal or external surface of glass windows or doors.

49 Balcony Furniture and Landscaping

a. An Owner or Occupier of a Lot does not require consent from the Owners Corporation to keep outdoor furniture on the balcony of a Lot provided that the outdoor furniture:

b. I. Is of a high quality and finish, commensurate with the quality of The Building; and

II. Is in keeping with the appearance of The Building; and

III. Properly maintains furniture on the balcony of a Lot and ensures that the furniture is clean and tidy at all times; and

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IV. Is not fixed to the balcony of a Lot.

The Owner or Occupier must have consent from the Owners Corporation to fix furniture, decorative objects or any other items to the balcony of a Lot.

c. An Owner or Occupier of a Lot does not require consent from the Owners Corporation to keep landscaping on the balcony of a Lot provided that all elements of the landscaping (eg planter boxes and

I. Are of a high quality finish, commensurate with the quality of The Building; and

II. Are in keeping with the appearance of The Building; and

III. Regularly maintained; and

IV. Kept neat and tidy at all times; and

V. Do not hang or grow over the edge of the balcony; and

VI. Not watered in a manner where water enters another part of The Building; and

VII. Not watered in a manner which causes damage to another part of The Building.

The Owner or Occupier must have consent to fix brackets, hangers, shelves or trellis type structures (or similar fixtures) on the balcony of a Lot which are in relation to landscaping under this By Law 49 (b) hereof.

d. An Owner or Occupier must immediately remove furniture or landscaping from the balcony of a Lot if:

I. It does not comply with this By Law 49 hereof; or

II. The furniture and/or landscaping has or may damage another part of The Building.

50 Colour Schemes and Paint Work

An Owner or Occupier of a Lot must have consent from the Owners Corporation to change the colour or surface of any wall, window, door, floor, ceiling or other surface or item in a Lot or Common Property if the proposed colour or surface changes or is not in keeping with the external appearance of The Building;

51 External Lighting

An Owner or Occupier must have consent from the Owners Corporation to change the existing exterior lighting in a Lot or Common Property.

52 External Finishes

An Owner or Occupier must have consent from the Owners Corporation and Council to change the existing exterior balustrade, flooring or fittings in a Lot or Common Property.

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53 Installing Security Devices

a. An Owner or Occupier must have consent from the Owners Corporation to install security devices including, without limitation, security doors or windows, screens, grills, alarms or locks;

b. The Owners Corporation shall generally consent to an application to install a security door or window in a Lot or Common Property if:

I. The door or window is finished in a colour that matches the existing door or window frame; and

II. The security door or window matches the full size of the existing door or window and does not detract from or dominate the existing detail.

The Owners Corporation shall generally not consent to the installation of a Security door to the entry door to a Lot.

c. An Owner or Occupier may install a security alarm within a Lot or Common Property without consent from the Owners Corporation if:

I. The alarm is a "back to base" facility;

II. The alarm is silent;

III. The alarm does not have flashing lights;

IV. The installation is not attached to or does not interfere with Common Property (eg is not attached to the ceiling of the balcony above the Lot); and

An Owner or Occupier must obtain consent from the Owners Corporation if the proposed installation of a security alarm is not in accordance with this By Law 60(c) hereof.

d. An Owner or Occupier must have consent from the Owners Corporation to install any type of security device not contemplated by this By Law 53. The Owners Corporation shall generally consent to the installation of other security devices if:

I. The device is in keeping with the appearance of The Building; and

II. The device is not likely to cause a nuisance or interfere with the enjoyment of other Owners or Occupiers.

54 Enclosing a Carspace

a. An Owner or Occupier must have consent from Council and the Owners Corporation to enclose a Carspace. The Owners Corporation will not consent to the enclosure of a Carspace unless:

I. The enclosure takes place wholly within the carspace;

II. The enclosure complies with the current carparking requirements of Council;

III. The Owner or Occupier has consent from the adjoining carspace owner;

IV. The enclosure is wholly within the carspace to be enclosed;

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V. All fire sprinklers, fire control, smoke exhaust ventilation and other services affected by the enclosure are dealt with to the satisfaction of the Owners Corporation;

VI. Consent is obtained from the Owners Corporation; and

VII. In the case of an Occupier has obtained consent from the Owner of its the Lot.

55 Screening and Enclosing Balconies

a. An Owner or Occupier must not install any privacy screen on the balcony of a Lot.

b. An Owner or Occupier must not enclose the balcony of a Lot in any way, shape or form.

56 Lock Maintenance

Pursuant to Section 62(3), the Owners Corporation has deemed it appropriate to repair, maintenance, replace or renew any locking mechanism fitted to any door, window or other opening (including the mailbox lock) on the boundary of any part of an owner's lot within the strata scheme.

57 Caretaker-Manager Agreement

a. The Owners Corporation may appoint and enter into agreements with a caretaker-manager to have responsibility in relation to the control, management and administration of the Common Property. The Owners Corporation may enter into such agreements with a caretaker-manager during the initial period.

b. Terms relating to the agreement with any caretaker-manager may include the following: -

I. Caretaking, supervising and servicing common property;

II. Supervising cleaning, repair, maintenance, renewal and replacement of Common Property and any personal property vested in the Owners Corporation and garbage removal services;

III. Supervising Owners Corporation employees and contractors;

IV. Supervising the strata scheme generally;

V. Co-ordinating the carrying out of building works;

VI. Co-ordinating deliveries and the movements of goods, furniture and other large articles through Common Property;

VII. Doing anything else that the Owners Corporation agrees is necessary for the operation and management of the strata scheme;

VIII. Providing cleaning and gardening services to the Owners Corporation;

IX. Anything else reasonably necessary to assist the caretaker-manager to perform its duties and exercise its powers in relation to the control, management and administration of the Common Property.

58 Exclusive Use By-Laws

a. Exclusive Use By-Laws means granting the Owners or Occupiers exclusive use and special privilege for parts of the Common Property according to Division 4, chapter 2 in Part 5 of the *Strata Schemes*

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Management Act 1996. An Exclusive Use By-Law makes the Owner or Occupier responsible for the Common Property that they exclusively use or have the benefit of.

b. The Owners Corporation may by special resolution:

I. Create, amend or cancel an Exclusive Use By-Law with the written consent of each owner who benefits (or will benefit) from the Exclusive Use By-Law; and

II. Amend or cancel this By-Law 58 only with the written authority of each owner who benefits (or will benefit) from the Exclusive Use By-Law.

c. An Owner or Occupier must indemnify the Owners Corporation against all claims and liability caused by exercising the rights or complying with the obligations of the Owner or Occupier under an Exclusive Use By-Law.

d. An Owner or Occupier must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising the Owners or Occupiers' rights or obligations under an Exclusive Use By-Law.

e. An Owner or Occupier must repair damage caused by the Owner or Occupier (or anyone acting on their behalf) caused to the Common Property or the property of another owner or occupier when exercising the rights or complying with obligations under the Exclusive Use By-Law.

f. The Owners Corporation has the right to allocate Exclusive Use of any area of the Common Property to a lot to be owned or occupied by the caretaker-manager.

59 Lots in Courtyards

The Owners and Occupiers of any lot which comprises a courtyard agree and acknowledge that they are each responsible for (at their own cost):

a. maintenance and upkeep of the courtyard area as a garden and such to be maintained and kept in a condition and state as shall reasonably be required by the Owners Corporation;

b. provided that each of the Owners complies with part (a) hereof, the obligation in this By-law does not extend to structural maintenance and repair of the any part of the courtyard area which comprises Common Property, which remains the obligation of the Owners Corporation;

c. the Owners Corporation may determine to undertake the obligation of the Owners under this By-law in the event that any such Owner shall not comply with his, her or their obligation and in which case, each of such Owner will be responsible for the costs of the Owners Corporation in undertaking such works;

d. the Owners Corporation shall have the power to recover any costs associated with the enforcement of any provision of this By-law from an Owner as a debt by way of a Levy charged to the Lot;

e. the Owners Corporation must serve on the Owner a written notice of the contribution payable;

f. the Owners Corporation may charge interest on any contribution payable under this By-law pursuant to Section 79 of the *Strata Schemes Management Act 1996* and may initiate debt recovery proceedings for any contribution payable under this By-law pursuant to Section 80 of the *Strata Schemes Management Act 1996*.

60 NOT USED

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

61 Interpretation

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

a. words importing persons shall include individuals, corporations, bodies corporate and politic as the case may be and words importing any of the foregoing shall include such other of the foregoing as may be appropriate;

b. words importing the singular number or plural number shall be deemed to include the plural number or singular number respectively;

c. words importing any gender shall include all other genders as the case may require;

d. references to statutes, ordinances or regulations shall include any statutes, ordinances or regulations amending, consolidating or replacing the same and all subordinate or other legislation from time to time relating thereto or in connection therewith;

e. a reference to any condition, clause, sub-clause, paragraph, annexure, attachment, schedule or exhibit shall be a reference to a condition, clause, sub-clause, paragraph, annexure, attachment, schedule or exhibit of or to these by-laws;

f. any covenant, term, condition or provision of this contract to be performed or warranty, guarantee or indemnity given by two or more persons shall bind those persons jointly and each of them severally;

g. the terms, conditions, clauses or paragraphs of these by-laws nor in any way affect this contract;

h. a reference to any party or to any Authority or to the Council or to any other person, corporation or association shall be a reference to them as so constituted from time to time and shall include their successors and permitted assigns and in respect of any Authority or the Council, and

i. any headings contained herein are inserted only as a matter of convenience and in no way define, limit construe or describe the scope or intent of administrator thereof or other person appointed by or on behalf of the New South Wales government or any Minister thereof and anybody in which that Authority or Council is merged or which as at the relevant time substantially fulfills the functions of that Authority or Council.

For the purposes of determining whether a particular item in the strata scheme is part of an owner's lot or is common property, the provisions of Memorandum AG60000 shall apply except to the extent that such Memorandum is inconsistent with the terms of these By-Laws, in which case the terms of these By-Laws shall prevail.

62 Empowering By-Law - Delegation Minor Renovations

PART 1
DEFINITIONS & INTERPRETATION

1.1 In this by-law:

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(a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.

(b) **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*, excluding the following works:

i. nil

(c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 99501

(d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

(d) references to legislation includes references to amending and replacing legislation.

PART 2
GRANT OF RIGHTS

2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

63 Electronic Keeping of Records and Service of Documents

1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.

2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.

4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation.

5. The owners corporation may recover as a debt any amounts payable in clause 4, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the

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rate of 10% per annum, and the expenses of the owners corporation incurred in recovering those amounts.

6. The strata committee may waive the requirements in clauses 4 and 5 for an owner who does not have an email address.

64 Electronic Voting

Definitions and Interpretation

1. In this by-law:

   (a) "**Act**" means the *Strata Schemes Management Act 2015*;

   (b) "**Electronic Voting**" means a vote on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference) or any other method allowed by Regulation 14(1) of the *Strata Schemes Management Regulation 2016*, while participating in a meeting from a remote location.

2. Unless the context or subject matter otherwise indicates or requires:

   (a) Reference to the singular includes the plural and the plural includes the singular;

   (b) "Including" and similar expressions are not words of limitation;

   (c) Headings are for convenience only and do not affect the interpretation of this by-law;

   (d) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Determination to allow Electronic Voting

3. The owners corporation has resolved to adopt all the means of voting as provided for in this by-law and in Regulation 14(1) of the *Strata Schemes Management Regulation 2016*, as determined by the managing agent or strata committee for time to time. For the avoidance of doubt the managing agent or strata committee may choose to employ some or all of the following means or the means in Regulation 14(1) of the *Strata Schemes Management Regulation 2016*.

4. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.

The Electronic Voting process

5. Electronic Voting must be conducted by way of an electronic ballot.

6. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter's choice on the motions to be voted on.

7. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:

   (a) Access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;

   (b) Information concerning:

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(i) How the ballot paper must be completed;

(ii) The deadline for submission of the ballot paper;

(iii) If voting is by email, the address where the ballot paper is to be returned;

(iv) If voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;

(c) Access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy , if the vote is a proxy vote.

8. An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

9. The secretary must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

10. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:

(a) Review all information and reports about the electronic ballot;

(b) Reject as informal any votes that do not comply with the requirements of this by-law;

(c) Ascertain the result of the electronic ballot;

(d) Make a written or electronic record of the result of the electronic ballot;

(e) Announce or publish the result of the ballot.

Informal votes

11. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote. An informal vote will not count.

12. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is or will be informal.

Secret ballots

13. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

65 Lot 3 - Improvements

(Passed by Special Resolution on 3 November 2022)

1. This by-law grants retrospective approval of the Improvements made by the Owner and confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements made to the Owner's lot.
2. The special privileges conferred by this by-law are the rights to keep the Improvements that affect the common property.

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3. "**Owner**" means the owner or owners of Lot 3 from time to time in Strata Plan 99501.

4. "**Improvements**" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixtures that affect the common property) for the renovation of Lot 3 as detailed below:

   (a) The conversion of the void area of the Ground Floor Mezzanine floor of Lot 3 into a bedroom and study, including:

      (i) The construction of a mezzanine floor; and

      (ii) The installation of fixtures and fittings.

   (b) All works incidental to the works described in clause 4(a) above,

   In accordance with the following documents which were provided to the Owners Corporation;

   A. *The Letter of Certification of George Hajjar of Bloom Constructions, ABN 15 731 450 602, Licence No. 214067c dated 30 October 2021*

   B. *The emails from Michael Paleologos, Structural Engineer of Australian Consulting Engineers Pty Ltd addressed to 'georges hajjar' at ghajjar3@icloud.com dated 20 May 2019, 13 June 2019 at 7:26AM and 13 June 2019 at 8:22AM.*

   C. *The Structural Statement of Structural Engineering Services Pty Ltd ABN 39 642 896 606 dated 11 November 2021, Reference No. 210934.SS1.*

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

6. Words defined in the *Strata Schemes Management Act 2015* have the meaning given to them in that Act.

7. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

8. The Owner must submit to the Owners Corporation a report from a licensed structural engineer and certification that the newly constructed mezzanine level:

   (a) was constructed in accordance with the document described in clause 4B. of this by-law;

   (b) is structurally sound; and

   (c) shall not undermine the structural integrity of the building.

9. The Owner must deliver to the Strata Committee any document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

Repair and Maintenance

10. The Owner must, at the Owner's cost:
   (a) properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and

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(b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

11. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

12. The Owner indemnifies the Owners Corporation against –

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Improvements;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and

(d) liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Improvements.

13. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

14. To the extent that section 106(3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

15. The Owners Corporation reserves the right to take action against the Owner to replace the Improvements or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

Costs

16. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

66 EXCLUSIVE USE OF EXHAUST FANS

(Passed by Special Resolution on 3 November 2022)

1

Exclusive use of exhaust fans

1.1 Common property rights

The owners ("**Authorised Owners**") of the lots shown in the column of the table in Annexure A headed "Lot(s)" have the exclusive use and/or special privilege in respect of the common property identified in the corresponding column in the table in Annexure A headed "Exhaust Fan Equipment", subject to the conditions identified in the corresponding column in the table in Annexure A headed

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"Conditions" and the remaining provisions of this by-law.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

(a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;

(b) provide a copy of any such Approvals to the owners corporation;

(c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and

(d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consents

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

(a) will not by reason only of so doing be released from that obligation, or release that right; and

(b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.4 Liability for occupiers and invitees

Except as otherwise provided herein:

(a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

(b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.5 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder,

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or in meeting an obligation imposed on them hereunder:

(a) exercise due care and skill; and

(b) do so in accordance with any applicable law.

2.6 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

(a) comply with the obligation breached;

(b) repair any damage caused to the property;

(c) clean any rubbish, dirt, debris, or staining caused to the property;

(d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and

(e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.6 a reference to property includes the common property or personal property vested in the owners corporation.

2.7 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.6 must, except as may be provided otherwise herein:

(a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;

(b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;

(c) ensure that such work is done:

(i) in accordance with any applicable law and any other applicable requirement hereof; and

(ii) in a proper and workmanlike manner and exercising due care and skill.

***Note**. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

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2.8 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

(a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and

(b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.9 Application of the Civil Liability Act 2002

(a) Owners and occupiers of lots acknowledge and agree that:

(i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

(ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.10 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

(a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and

(b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:

(i) any interest payable; and

(ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

3 Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

(a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;

(b) the singular includes the plural and vice versa;

(c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;

(d) a reference to a document, includes any amendment, replacement or novation of it;

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(e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(f) any reference to legislation includes any amending or replacing legislation;

(g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";

(h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

(j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

(k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and

(l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

(a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

(b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

(a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

(a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;

(b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;

(c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;

(d) any order, direction or other requirement given or made by an Authority;

(e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and

(f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authority means:

THE OWNERS STRATA PLAN NO. 99501 The Common Seal of

Electronic signature of me Michael Vumbaca,
Affixed at my direction on 02/03/2023 at 02:30PM

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(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;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

(a) the occupier of a lot, but only in relation to the lot occupied by that occupier;

(b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

(a) the owner of a lot, but only in relation to the lot owned by that owner;

(b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

strata plan means strata plan number 99501; and

strata scheme means the strata scheme relating to the strata plan.



Electronic signature of me Michael Vumbaca,
Affixed at my direction on 02/03/2023 at 02:30PM

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Annexure A **Exclusive use of exhaust fans**

Lot(s)	Common Property Rights	Conditions
Exhaust Fan Equipment		
All lots	Exclusive use of any common property exhaust fan equipment (including any exhaust fan plant, equipment, and appliances and any cables, wires, pipes, ducts or conduits and the like required to service or operate that plant, equipment or those appliances) that services the Authorised Lot only ("**Exhaust Fan Equipment**")	The Authorised Owners: (a) are responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exhaust Fan Equipment; (b) must renew and replace any fixtures or fittings comprised in the Exhaust Fan Equipment; (c) must ensure that the Exhaust Fan Equipment is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; (d) must ensure that the Exhaust Fan Equipment is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property; and (e) will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection herewith (except 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). If the Authorised Owners fail to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owners.

THE OWNERS STRATA PLAN NO. 99501 The Common Seal of

Electronic signature of me Michael Vumbaca,
Affixed at my direction on 02/03/2023 at 02:30PM

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ANNEXURE "B"

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No.99501 was affixed on ^ 02/03/2023 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: Michael Vumbaca Authority: Strata Managing Agent

Electronic signature of me Michael Vumbaca,
Affixed at my direction on 02/03/2023 at 02:30PM

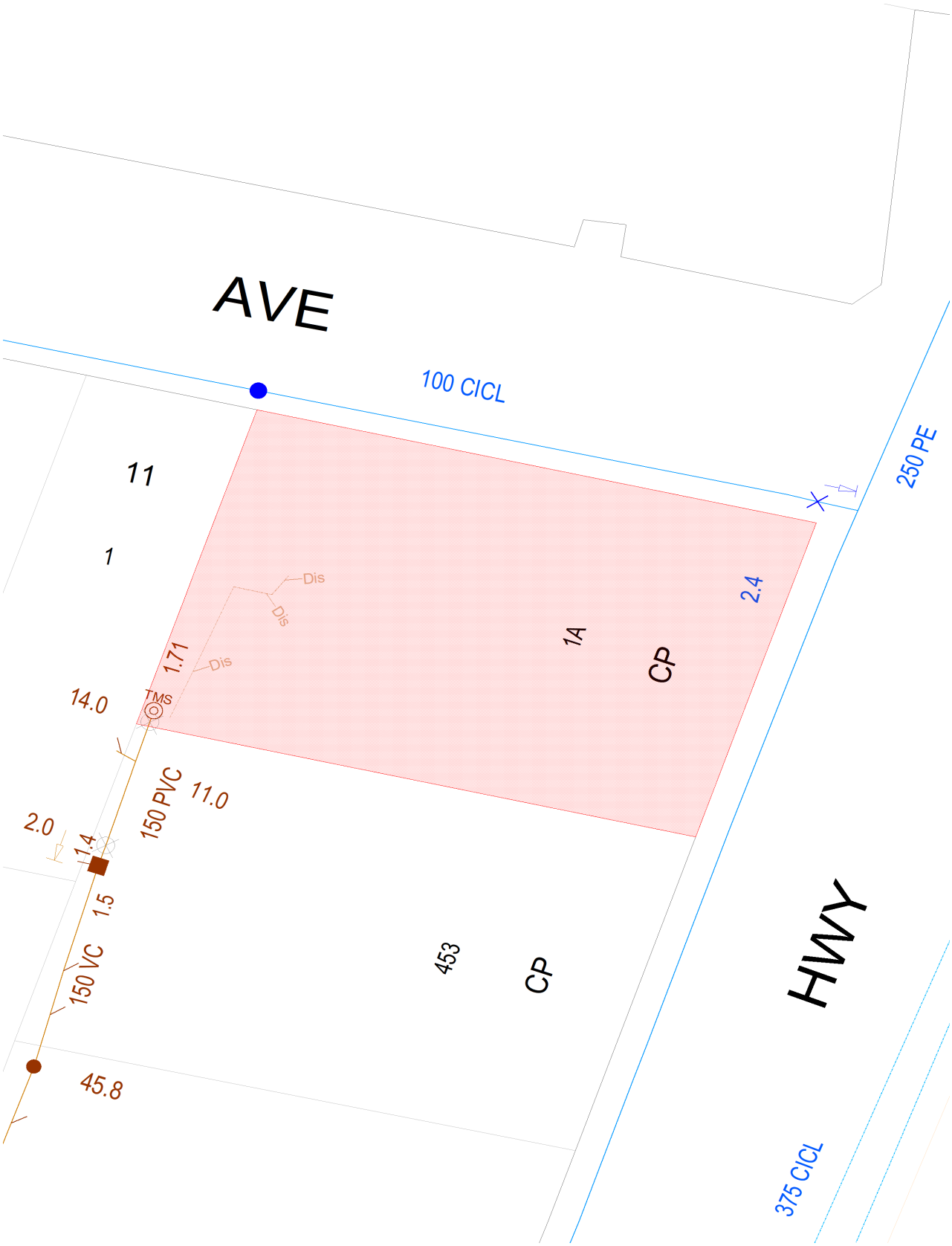
Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

THE OWNERS STRATA PLAN NO. 99501
The Common Seal of

Service Location Print

Application Number: 8005047507



Document generated at 25-02-2026 12:50:44 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

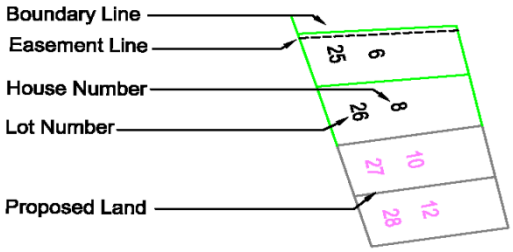
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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)

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**.

25 February 2026

Infotrack Pty Limited

Reference number: **8005047508**

Property address: **U 301/1A Mills Ave Asquith NSW 2077**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note. These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

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5 Keeping of animals

Note. Select option A or B. If no option is selected, option A will apply.

Option A

(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

(1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

(4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7 Behaviour of owners, occupiers and invitees

(1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

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8 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note. Select option A or B. If no option is selected, option A will apply.

Option A

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Option B

(1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:

(a) in an area designated as a smoking area by the owners corporation, or

(b) with the written approval of the owners corporation.

(2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

(3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

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13 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law:

washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law:

bin includes any receptacle for waste.

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waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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Online Services Portal
Public User
Hornsby Shire Council

PLANNING CERTIFICATE UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED

Certificate Number:	A2661137
Reference:	SP-260224-3188:169912
Issue Date:	26 February 2026
Receipt No.:	8158585
Fee Paid:	$71.00
ADDRESS:	No. 301/1A Mills Avenue, ASQUITH NSW 2077
DESCRIPTION:	Lot 22 SP 99501
The land is zoned:	R4 High Density Residential

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2021.

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.

(a) Local Environmental Plans

The Hornsby Local Environmental Plan (HLEP) 2013, as amended, applies to all land in Hornsby Shire unless otherwise stated in this certificate.

Refer to Council's website www.hornsby.nsw.gov.au/hlep to view the HLEP.

(b) State Environmental Planning Policies

SEPP (Biodiversity and Conservation) 2021
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Housing) 2021
SEPP (Industry and Employment) 2021
SEPP (Planning Systems) 2021
SEPP (Precincts - Eastern Harbour City) 2021
SEPP (Primary Production) 2021
SEPP (Resilience and Hazards) 2021
SEPP (Resources and Energy) 2021
SEPP (Sustainable Buildings) 2022
SEPP (Transport and Infrastructure) 2021

(c) Deemed State Environmental Planning Policies

Nil

(d) Development Control Plans

The Hornsby Development Control Plan (HDCP) 2024, as amended, applies to all land in Hornsby Shire unless otherwise stated in the certificate. Refer to Council's website www.hornsby.nsw.gov.au/hdcp to view the HDCP.

(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.

(a) Proposed Local Environmental Plans

No proposed Local Environmental Plans apply to this land.

(b) **Proposed State Environmental Planning Policies**

No proposed State Environmental Planning Policies apply to this land.

(c) **Draft Development Control Plans**

No draft Development Control Plans apply to this 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 a 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 HLEP 2013 applies to the land unless otherwise stated in this certificate and identifies the land to be:

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 to Attachment

Note: Also refer to the applicable SEPP instrument for provisions regarding Development without Consent and Exempt Development

(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,

NO

(e) whether the land is an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

NO

(f) whether the land is in a conservation area, however described,

NO

(g) whether an item of environmental heritage, however described, is located on the land.

NO

3. Contributions

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Hornsby Section 7.11 Development Contributions Plan 2020-2030
Hornsby Section 7.12 Development Contributions Plan 2019-2029
Housing and Productivity Contribution 2023 – Greater Sydney region
Hornsby Town Centre Precinct Section 7.12 Development Contributions Plan 2025
Draft Hornsby Section 7.12 Development Contributions Plan 2019-2029

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

YES

The subject land is within Greater Sydney to which the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023* applies. Please see the NSW Department of Planning, Housing and Infrastructure for more information www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system

(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 or 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.

Housing Code, Rural Housing Code, Pattern Book Development Code and Agritourism and Farm Stay Accommodation Code

Complying Development under the Housing Code, Rural Housing Code, Pattern Book Development Code and Agritourism and Farm Stay Accommodation Code **may be** carried out on the land.

Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code **may not** be carried out on the land. The land is affected by specific land exemptions.

Note. Any specific land exemptions listed apply to all or part of the land. Complying development that is located on a part of the land that does not comprise the land that forms a specific land exemption may be carried out on that part of the land. The land that does not satisfy the various land based requirements under Clauses 1.17A, 1.18 and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 are shown coloured pink in Council's web-based Mapping Application by ticking the "Code SEPP-Non Complying Land/Low Rise Housing Diversity" map layers. The Mapping Application can be accessed on desktop computers, tablets or mobile phones by clicking on the relevant link on Council's HLEP webpage www.hornsby.nsw.gov.au/hlep

- Complying development for the purpose of this Policy is not permissible for the land zone under the *Hornsby Local Environmental Plan 2013*. Clause 1.18(1)(b) states that to be complying development for the purpose of this Policy, the development must be permissible, with consent, under an environmental planning instrument applying to the land on which the development is carried out.

Industrial and Business (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code **may be** carried out on the land.

Housing Alterations, General Development, Industrial and Business Alterations, Container Recycling Facilities, Subdivisions, Demolition, Fire Safety Codes (Other Codes)

Complying Development under the Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code, Container Recycling Facilities, Subdivisions Code, Demolition Code or Fire Safety Code **may 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.

NOT APPLICABLE

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 the Policy, clause 1.16(1)(b1)-(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of one 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 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.

General Exempt Development Code

Exempt Development under the General Exempt Development Code **may be** able to be carried out on the land if all requirements of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* are satisfied.

Note: This section refers only to land based exclusions as listed in Clause 1.16(1)(b1)-(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (Codes SEPP). To be exempt development, the development must satisfy the specific standards specified for that development as required by the Codes SEPP. The Codes SEPP can be view on the NSW Legislation website: Codes SEPP

Advertising and Signage Exempt Development Code

Exempt Development under the Advertising and Signage Exempt Development Code **may be** able to be carried out on the land if all requirements of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* are satisfied.

Note: This section refers only to land based exclusions as listed in Clause 1.16(1)(b1)-(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) (Codes SEPP). To be exempt development, the development must satisfy the specific standards specified for that development as required by the Codes SEPP. The Codes SEPP can be viewed on the NSW Legislation website: Codes SEPP

Temporary Uses and Structures Exempt Development Code

Exempt Development under the Temporary Uses and Structures Exempt Development Code **may be** able to be carried out on the land. The land is affected by specific land exemptions.

Note: This section refers only to land based exclusions as listed in Clause 1.16(1)(b1)-(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (Codes SEPP). To be exempt development, the development must satisfy the specific standards specified for that development as required by the Codes SEPP. The Codes SEPP can be viewed on the NSW Legislation website: Codes SEPP

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

NOT APPLICABLE

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, or

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

(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 *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.

(A) **State Environmental Planning Policy?**

NO

(B) **Hornsby Local Environmental Plan 2013?**

NO

(C) **Planning Proposal?**

NO

8. Road widening and road alignment

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 probable maximum flood and subject to flood related development controls.

YES

The land or part of the land is subject to the probable maximum flood (PMF) and subject to flood related development controls. Please refer to the State Environmental Planning Policy (Housing) 2021 which restricts certain types of development under the SEPP in the Hawkesbury-Nepean Catchment as defined under State Environmental Planning Policy (Biodiversity and Conservation) 2021.

(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

Whether or not the land is affected by a policy:

(a) adopted by council, or
(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding)?

Council's and other public authorities' policies on hazard risk restrictions are as follows:

(A) **Landslip**

NO

(B) **Bushfire**

NO

(C) **Tidal inundation**

NO

(D) **Subsidence**

NO

(E) **Acid Sulfate Soils**

NO

(F) **Land contamination**

NO

Council's electronic property records do not identify the land to be contaminated, being contaminated, as having been remediated or being remediated. Notwithstanding, consideration of Council's policy and the application of provisions under relevant State legislation may still be warranted if upon further evaluation the land is found to be contaminated or potentially contaminated.

Section 1.3.3.4 Land Contamination of the *Hornsby DCP 2024* contains provisions that restrict the development of land affected by contamination or that is potentially contaminated. Specifically, the provisions may require preliminary contamination assessments, detailed investigations, remedial action plans, validation reports and site

audit statements to be undertaken pursuant to *SEPP No. 55 Remediation of Land* before a site is suitable for certain development.

Hornsby DCP 2024 can be viewed on Council's website www.hornsby.nsw.gov.au/hdcp or at Council's Administration Building or Libraries.

Notes: Council undertakes a thorough review of all relevant records (including hard copy property files) for land within zones with a higher propensity for potentially contaminating land uses (i.e. non-residential zoned land) to identify previously approved land uses which have the potential to cause contamination in accordance with the *Managing Land Contamination - Planning Guidelines*. The result of this review is provided on Certificates issued under Section 10.7 (5) of the *EP&A Act 1979*.

If you have any queries regarding a landowner's obligations in relation to contamination issues, it is recommended that you seek your own independent professional advice.

(G) **Aircraft noise**

NO

(H) **Salinity**

NO

(I) **Coastal hazards**

NO

(J) **Sea level rise**

NO

(K) **Another risk, other than flooding**

NO

11. Bush fire prone land

Whether any of the land has been identified as bush fire prone land?

NO

12. Loose-fill asbestos insulation

Whether the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division?

NO

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 applies to the land or that is proposed to be subject to a consent 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

Whether the land is land to which property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to this land?

NO

16. Biodiversity stewardship sites

Whether the land is land to which a biodiversity stewardship site agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates (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

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

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 or 20 or greater, as referred to in that Chapter, Section4.17, or

(b) Shown on the Lighting Intensity and Wind Shear Map, or

(c) Shown on the Obstacle Limitation Surface Map, or

(d) In the "public safety area" on the Public Safety Area Map, or

(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 or a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 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 –

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, clause 21(1) or 40(1).

NO

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

NO

(4) In this section -
former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009.*

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

NO

Note –
A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a

contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 202B.

NO

25. Interim development in future infrastructure corridors

If, *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

NO

ADDITIONAL MATTERS

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 that Act – if it is subject to such an order at the date when the certificate is used,

NO

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

NO



Glen Magus

Acting General Manager

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.

Hornsby Local Environmental Plan 2013 - Land Use Table

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.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Flood mitigation works; Home-based child care; Home occupations; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Shop top housing; Water reticulation systems

4 Prohibited

Any other development not specified in item 2 or 3